City Hall 80 Broad Street October 10, 2017 4:30 p.m.

COMMITTEE ON WAYS AND MEANS

- 1. Invocation Councilmember Waring
- 2. Approval of Minutes:
 - a.) September 13, 2017
 - b.) September 26, 2017
- 3. Bids and Purchases
- 4. Police Department and Fire Department: Approval to accept the 2017 Port Security Grant in the amount of \$486,187 for first responder equipment and supplies. A cash match of \$162,062 will be budgeted for in 2018.
- Police Department: Approval to accept the FFY18 Highway Safety Grant Award for salaries, mileage, and cellular service for two Traffic enforcement officers in the amount of \$139,465.
 No match is required.
- 6. Police Department: Approval to accept the FY17 VOCA Award for the Resource Coordinator & Elder Advocate salary continuation, supplies, and training in the amount of \$94,928. A cash match in the amount of \$23,733 would be budgeted for 2018.
- 7. Traffic and Transportation: Approval to submit an application (and matching funds) to the 2017 TIGER Discretionary Grants Program to fund the design and construction of a standalone bridge way adjacent to the existing Ashley River Bridge to connect West Ashley and Downtown for non-motorized uses. There is a proposed City match of \$1.5 million from FY17 General Fund Reserves. The grant application is due October 16, 2017.
- 8. Mayor's Office for Children, Youth, and Families: Approval of a grant application to receive up to \$1,000 to engage a minimum of 50 youth throughout the Charleston Community to create emergency flood kits for the vulnerable population. Due to time constraints this grant was submitted on September 20, 2017. No City match is required. This is an after-the-fact approval.
- 9. GIS: Approval to submit an application to the Bloomberg 2017 Mayors Challenge grant program to fund innovative ideas to reduce the impacts flood events have on the disruption of our City. The grant application is due October 20, 2017. No City match is required.

- 10. Parks-Capital Projects: Approval of a Professional Service Contract in the amount of \$242,025 with ADC Engineering Specialist for an engineering study of the 12 City owned parking garages and one College of Charleston owned garage that is operated by the City. The study will include a comprehensive inspection of the condition of the structure, mechanical, electrical, plumbing and fire suppression components. The study will also include an architectural assessment of the existing conditions. The study will provide recommended repairs and a cost estimate for those repairs. The approval of this Professional Services Contract will allow for the expense of already existing budgeted funds from the 2017 Parking Fund for this study. Costs associated with College of Charleston owned garage will be reimbursed in the amount of \$16,410.60 plus any material testing or additional services if deemed necessary.
- 11. Parks-Capital Projects: Approval of a Construction Contract with Coastal Roofing Company, Inc. in the amount of \$44,200 for an overlay of approximately 4,400 square feet of the existing roof at the CPD Team 4 Office Building. The approval of the Construction Contract will result in a \$28,025 increase to the total project budget from \$2,288,707.18 to \$2,366,732.18. With approval of this Construction Contract, Council is approving the transfer in the amount of \$28,025 to the project budget from 2017 Capital Projects-Structural Repairs (\$20,000) and 2017 Facilities Maintenance-General Maintenance (\$8,025). The remaining \$16,175 for the Construction Contract will come from the balance of the project contingency. The funding source for this project is the 2015 Installment Purchase Revenue Bond (\$1,750,000), 2015 General Fund Reserves (\$522,584), 2017 Police Department (\$3,904.18), 2017 Capital Projects-Structural Repairs (\$32,219) and 2017 Facilities Maintenance-Capital Maintenance (\$8,025).
- 12. Public Service: Approval for Davis & Floyd to conduct a preliminary drainage study of the Barberry Woods drainage basin in the amount of \$77,500 (Johns Island).
- 13. Public Service: Approval for a change order in the amount of \$32,333 to the Anson contract for the Greenleaf Drainage Project due to unforeseen site conditions including potentially hazardous soil and groundwater and existing utilities that were not located.
- 14. Public Service: Approval of Amendment #12 in the amount of \$206,565 for an extension of the Engineering Services contract with Davis & Floyd for the Market Street Drainage Improvement Project Division III. Payment to Davis & Floyd pursuant to this Amendment #12 will not exceed \$206,565. This extension includes additional work from changes required by the Design Review Committee including coordination with utilities (CWS, SCE&G, and others), extended project management, and additional streetscape and engineering design for the Market Street Drainage Improvement Project. Funding Source: Drainage Fund.
- 15. Public Service: Approval of Spring/Fishburne US 17 Drainage & Transportation Improvements: Division III Federal Match (Phase 2) Change Order #8 in the amount of \$146,852.26 from Crowder Construction Co. for relocating MUSC/state-owned fiber optic line (FOL) for conflict resolution. Funding for this change order will be covered by the project contingency.

- 16. The Committee on Real Estate: (Meeting was held October 9, 2017 at 3:30 p.m. at City Hall, 80 Broad Street)
 - a. (i)Request approval of a Memorandum of Agreement between the City and the Lowcountry Lowline pertaining to the purchase from the Lowcountry Lowline of approximately 10.98 acres of property in the City (Norfolk Southern former railroad property) for the sum of \$2.55 million, and setting forth a plan for the improvement of the property into a public linear park. (To be sent under separate cover by the Legal Department)
 - (ii)Request approval for the Mayor to execute the Purchase and Sale Agreement between the City and the Lowcountry Lowline whereby the City will purchase 10.98 acres for \$2.55 million. (To be sent under separate cover by the Legal Department)
 - (The southern right-of-way line of Mount Pleasant Street to a point approximately 190 feet north of Woolfe Street.) The property is owned by the Lowcountry Lowline.
 - b. Request approval of a Purchase and Sale Agreement between the City and Norfolk Southern Railway Company pertaining to the City's acquisition of an approximately 0.71 acre tract of land off F Street for the sum of \$678,500.00 (0.71 acre parcel with frontage on the southern end of F Street). The property is owned by Norfolk Southern Railway Company. (To be sent under separate cover by the Legal Department)
 - c. Request approval of a Purchase and Sale Agreement between the City and Norfolk Southern Railway Company pertaining to the City's acquisition of an approximately 1.85 acre tract of land on Mount Pleasant Street for the sum of \$1,617,200.00 (a portion bound by Courtland Avenue and Mount Pleasant Street between King Street and Meeting Street). The property is owned by Norfolk Southern Railway Company. (To be sent under separate cover by the Legal Department)
 - d. Consider the following annexations:
 - (i) 7 Riverdale Drive (TMS# 418-14-00-077) 0.26 acre, West Ashley (District 11). The property is owned by Chris Straight and Jennifer Outlaw.
 - (ii)1320 N Edgewater Drive (TMS# 349-14-00-011) 0.66 acre, West Ashley (District 11). The property is owned by John and Catherine Rama.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacheri@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Tecklenburg, Mayor | | | | |
|--|--|--|--|--|--|
| FROM: | Keith Benjamin DEPT. Traffic & Transportation | | | | |
| SUBJECT: | TRAFFIC CABINETS | | | | |
| REQUEST: | Approval for Traffic Cabinets to be replaced that were damaged by Hurricane | | | | |
| | irma from Walker Brothers, Inc., 915 Barr Road, Lexington, SC 29072 | | | | |
| | Emergency Purchase due to Hurricane Irma. SC Contract #4400015603 | | | | |
| COMMITTEE | OF COUNCIL: Ways & Means DATE: October 10, 2017 | | | | |
| COORDINAT | TION: This request has been coordinated with: (attach all recommendations/reviews) | | | | |
| Yes N/A Signature of Individual Contacted Attachment Corporate Counsel Cap. Proj. Cmte. Chair T&T Department Procurement Director X Signature of Individual Contacted Attachment Attachment Attachment Attachment T&T Department X T& | | | | | |
| <u>FUNDING:</u> | Was funding previously approved? Yes No N/A | | | | |
| If yes, provid | e the following: Dept./Div.: 956600 Account #: 52022 | | | | |
| Balance in A | ccount * Amount needed for this item \$76,995.16 | | | | |
| Does this document need to be recorded at the RMC's Office? Yes No NEED: Identify any critical time constraint(s). | | | | | |
| CFO's Signa | ture: 1 Xmy Wham. | | | | |
| FISCAL IMPA | | | | | |
| * Paul from | in emergency suras and hopefully will be reimbursed by form. | | | | |
| Mayor's Sign | John J. Tecklenburg, Mayor | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CITY OF CHARLESTON

Report Date: 10/02/2017

PURCHASE ORDER STATUS INQUIRY

PO Number:

PR Number:

P149653 PR175382 Vendor: V001196

7,713.7600

Walker Brothers

Addr Cd: PA

POB 1045 Lexington, SC 29071 **Open Order**

915 Barr Street

Confirm: Account:

Requested by: Pamela Mercado Approved Status: APRV

Entry Dt: 09/27/2017 Req. Dt: 09/27/2017 Blanket Number:

Bid:

Blanket Amount:

0002

0003

Printed by: COOPGA

956000

Apr Dt: 09/27/2017

Blanket Remaining:

Contract:

Bill Te: L000001

Ship To: L230001

6.00

6.00

.00 EA

.00 EA

End Use:

Print Dt: 09/27/2017 Sec Cd: DP73

Type: P

Buyer: B01

Req. Codes:

EC XР

N

0.00

0.00

| | A. Garage | | | | | | ITEMS | | | | | | |
|---|-----------|---------|----------|--------|--------------|-----------|----------|----------|-----------|---------|------|-------|--|
| | | Qty | Qty | | | | Tax1 | Discount | | Catalog | F/A | Print | |
| | Item | Ordered | Received | UN Uni | it Price Ke | y Objec | et Tax2 | Charges | Extended | Ship To | Whse | Chg | |
| 0 | 0001 | 3.00 | .00 | EA 7,8 | 852.7600 956 | 000 5203€ | 2,120.25 | | 25,678.53 | | N | | |

| CABINET ASSEMBLY MODEL 332A |
|--|
| MATERIAL GROUP: 55088- TRAFFIC SIGNALS AND |
| EQUIPMENT, ELECTRIC SYSTEMS. |
| |

50,447.99

4,165.43

CABINET ASSEMBLY MODEL 336S MATERIAL GROUP: 55088 -TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC SYSTEMS

52036

132.8200 956000 52036 868,64 N 71.72

ALUMINUM EXTENDER BASE FOR CABINET ASSEM. MATERIAL GROUP: 55088- TRAFFIC SIGNALS AND **EQUIPMENT ELECTRIC SYSTEMS**

PR Notes/Print Before/Print After Text

CONTRACT# 4400015603 REPLACEMENT OF CABINETS DUE TO WATER DAMAGED HURRICANE IRMA FAX# 803-359-6484

| | | | A DIVITADA DE LA CONTRACTOR DE LA CONTRA | | |
|---------------|-----------------|---------------------|--|--|-----------|
| Status | Approver | Received In | Processed Out | Comments | Reference |
| Accepted | Gary Cooper | 09/27/2017 9:22:48 | 09/27/2017 11:38:29 | | A12 |
| Expired | ONESOLUSER user | 09/27/2017 11:38:36 | 09/27/2017 11:48:51 | Expired at 9/27/2017 11:48:51 AM; Do Not Retry - Leave As Expired | A24 |
| Accepted | Pamela Mercado | 09/27/2017 11:48:52 | 09/27/2017 11:48:52 | | A5 |

| | | | ENCUN | IBRANCES | | kun sina 1866 dayal da beril. Basa sa 1861 da basa sa 1 | | | |
|------|-------|------------|--------|-------------|------------|--|-----------|--------------|-----|
| | Item# | <u>Key</u> | Object | Reference # | Post Date | EN Amount | PD Amount | \mathbf{T} | Pay |
| 2017 | 0001 | 956000 | 52036 | P149653 | 09/27/2017 | 25,678.53 | 0.00 | EN | |
| 2017 | 0002 | 956000 | 52036 | P149653 | 09/27/2017 | 50,447.99 | 0.00 | EN | |
| 2017 | 0003 | 956000 | 52036 | P149653 | 09/27/2017 | 868,64 | 0.00 | EN | |
| | | | | | | Balance: | 76,995.16 | | |

Sheila Willis, Procurement Manager Email: swillis@mmo.sc.gov Telephone: (803) 737-4417

Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 29201

Section: Page: 2

Date: 04/05/2017

| ITEM# | DESCRIPTION | | <u>r cost</u> |
|-------|---|----|---------------|
| 1 | Controller Model 2070 | \$ | 1,697.81 |
| 2 | Cabinet Assembly Model 332A (larger) – Temple Product | \$ | 7,852.76 |
| 3 | Cabinet Assembly Model 336B (smaller) – Temple Product | \$ | 7,713.76 |
| 4 | Conflict Monitor Model 2018 ECL-ip | \$ | 697.04 |
| 5 | Red Enable Board | \$ | 55.60 |
| 6 | Load Switch Model 200 (SSS-87IO) | \$ | 32.95 |
| 7 | DC Isolator EDI Model 242 | \$ | 31.92 |
| 8 | Flash Transfer Relay Model 430 | \$ | 23.68 |
| 9 | Loop Detector Amp/LCD Enhanced/Intelligent | \$ | 172.97 |
| 10 | Loop Detector Amplifier Model 222 | \$ | 68.98 |
| 11 | Surge Protection for Twisted-Pair Communications | \$ | 23.68 |
| 12 | Flasher Load Switch Model 204 | \$ | 35.01 |
| 13 | Cabinet Power Supply Model 206L | \$ | 167.82 |
| 14 | 2 Lock and Key Set | \$ | 25.74 |
| 15 | Aluminum Extender Base for Cabinet Assembly | \$ | 132.82 |
| 16 | Low Voltage Protection | \$ | 23.68 |
| 17 | Conflict Monitor Tester ATSI Model 8000 | \$ | 10,932.29 |
| 18 | Cabinet Assembly Display Unit | \$ | 1,014.00 |
| 19 | Evaluation of Equipment for Repair Outside Warranty Period | \$ | 182.00 |
| 20 | SCDOT Signal Cabinet Training | \$ | 10,286.73 |
| 21 | Conflict Monitor Training | \$ | 5,901.67 |
| 22 | Suitcase Tester for 170 and 2070 Control | \$ | 3,202.75 |
| 23 | 2070-7A Card | \$ | 214.16 |
| 24 | Conflict Monitor 2010 ECL-ip | \$ | 614.67 |
| 25 | Power Strip | \$ | 32.95 |
| 26 | Repair Equipment Outside Warranty Period | \$ | 1,144.00 |

Sheila Willis, Procurement Manager Email: swillis@mmo.sc.gov Materials Management Office 1201 Main Street, Suite 600 Columbia, South Carolina 20201 Section: Page: 1

Telephone: (803) 737-4417 Columbia, South Carolina 29201 Date: 04/05/2017

STATEWIDE TERM CONTRACT FOR TRAFFIC SIGNAL CONTROLLERS, CABINETS AND COMPONENTS

AWARDED TO: WALKER BROTHERS, INC.

915 BARR ROAD

LEXINGTON, SC 29072

CONTACT PERSON: Roger Burroughs

PHONE NUMBER: (803) 359-2839

EMAIL ADDRESS: Roger@walkersignals.com

VENDOR NUMBER: 7000026819

SOLICITATION NUMBER: 5400011681

CONTRACT NUMBER: 4400015603

CONTRACT PERIOD: APRIL 5, 2017 – APRIL 4, 2022

DELIVERY: 60 DAYS FROM THE DATE OF PO

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Tecklenburg, Mayor | | | | | |
|---|----------------------------|-------------------|---|----------------------|--|--|
| FROM: | Interim Chief Taylor | & | DEPT. | CPD & CFD | | |
| | Interim Chief Tippet | | | | | |
| SUBJECT: | FIRE & POLICE DEPA | RTMENTS -2017 | PORT SECURIT | Y GRANT | | |
| REQUEST: | To accept the 2017 | Port Security (| Frant in the an | nount of \$486,187 | | |
| | for first responder e | | | | | |
| | | | P | | | |
| COMMITTE | E OF COUNCIL: | W&M | DATE: | October 10, 2017 | | |
| COORDINA | TION: This request has b | een coordinated w | ith: <i>(attach all reco</i> | mmendations/reviews) | | |
| COORDINATION: This request has been coordinated with: (attach all recommendations/reviews) Yes N/A Signature of Individual Contacted Attachment Corporate Counsel Cap. Proj. Cmte. Chair Fire Department Police Department Grants Manager FUNDING: Was funding previously approved? Yes No N/A If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item | | | | | | |
| Does this document need to be recorded at the RMC's Office? Yes No X NEED: Identify any critical time constraint(s). | | | | | | |
| al de de | | | | | | |
| CFO's Signa | | Deplo-CF0 | *************************************** | | | |
| FISCAL IMPACT: | | | | | | |
| A cash match of \$162,062 will be budgeted for in 2018. Mayor's Signature: John J. Tecklenburg, Mayor | | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

U.S. Department of Homeland Security
Washington, D.C. 20472



Cherrie-Ann Caton
City of Charleston
180 Meeting Street Suite 200
Charleston, SC 29401 - 1614

Re: Grant No.EMW-2017-PU-00653

Dear Cherrie-Ann Caton:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Port Security Grant Program has been approved in the amount of \$486,187.00. As a condition of this award, you are required to contribute a cost match in the amount of \$162,062.00 of non-Federal funds, or 25 percent of the total approved project costs of \$648,249.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- · Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- · FY 2017 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

Tlema Ceruno

THOMAS GEORGE DINANNO GPD Assistant Administrator

Fri Sep 01 00:00:00 GMT 2017



U.S. Department of Homeland Security Washington, D.C. 20472

AGREEMENT ARTICLES Port Security Grant Program

GRANTEE: City of Charleston

PROGRAM:Port Security Grant ProgramAGREEMENT NUMBER:EMW-2017-PU-00653-S01

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Notice of Funding Opportunity Requirements

Article XXXVI

Article XXXVII Non-supplanting Requirement

Article XXXVIII Nondiscrimination in Matters Pertaining to Faith-Based

Organizations

Article XXXIX National Environmental Policy Act

Article XL Lobbying Prohibitions

Article XLI Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Article XLII Hotel and Motel Fire Safety Act of 1990

Article I - Summary Description of Project

Project 2: Marine Division Quick Response Boat CBRNE Detection is fully funded for \$256,699.

Project 3: Haz-Mat Team - CBRNE/Haz-Mat Detection Equipment is fully funded for \$123,913.

Project 4: Automated License Plate Reader (ALPR) on Ingress Point for the Port of Charleston is fully funded for \$27,845.

Project 5: Safety & Security Cameras along the Port of Charleston is fully funded for \$77,730.

Article II - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article III - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in $\underline{\text{E.O.}}$ 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article IV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article V - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of <u>31 U.S.C.</u> section <u>3729</u> - <u>3733</u> which prohibits the submission of false or fraudulent claims for payment to the federal government. (See <u>31 U.S.C.</u> section <u>3801-3812</u> which details the administrative remedies for false claims and statements made.)

Article VI - Energy Policy and Conservation Act

All recipients must comply with the requirements of <u>42 U.S.C.</u> section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article VII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at <u>6 C.F.R. Part 17</u> and <u>44 C.F.R. Part 19</u>

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in <u>2 C.F.R. Part 200, Subpart E</u> may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article X - Civil Rights Act of 1968

All recipients must comply with <u>Title VIII of the Civil Rights Act of 1968</u>, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the <u>Solid Waste Disposal Act</u>, as amended by the <u>Resource Conservation and Recovery Act</u>. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 C.F.R. Part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XVI - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XVII - USA Patriot Act of 2001

All recipients must comply with requirements of the <u>Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)</u>, which amends <u>18 U.S.C. sections 175-175c</u>.

Article XVIII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at <u>2 C.F.R. Part 25</u>, <u>Appendix A</u>, the full text of which is incorporated here by reference in the terms and conditions.

Article XIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at <u>2 C.F.R. Part 200</u>, <u>Appendix XII</u>, the full text of which is incorporated here by reference in the award terms and conditions.

Article XX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by <u>22 U.S.C. section 7104</u>. The award term is located at <u>2 C.F.R. section 175.15</u>, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXII - Terrorist Financing

All recipients must comply with <u>E.O. 13224</u> and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the <u>SAFECOM</u> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXIV - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at <u>2 C.F.R. Part 170, Appendix A</u>, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) <u>12549</u> and <u>12689</u>, and <u>2 C.F.R. Part 180</u>. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVI - Copyright

All recipients must affix the applicable copyright notices of <u>17 U.S.C.</u> sections <u>401</u> or <u>402</u> and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: <u>Privacy Guidance</u> and <u>Privacy template</u> as useful resources respectively.

Article XXIX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXX - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (<u>Title 42 U.S. Code, section 6101 et seq.</u>), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXI - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXII - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at <u>2 C.F.R. Part 200</u>, and adopted by DHS at <u>2 C.F.R. Part 3002</u>.

Article XXXV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the <u>Bayh-Dole Act, Pub. L. No. 96-517</u>, as amended, and codified in <u>35 U.S.C. section 200</u> et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at <u>37 C.F.R. Part 401</u> and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXVII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - National Environmental Policy Act

All recipients must comply with the requirements of the <u>National Environmental Policy Act</u> (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XL - Lobbying Prohibitions

All recipients must comply with <u>31 U.S.C.</u> section <u>1352</u>, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XLI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XLII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, <u>15 U.S.C. section 2225a</u>, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, <u>15 U.S.C. section 2225</u>.

BUDGET COST CATEGORIES

| Personnel | \$0.00 |
|------------------|--------------|
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$581,177.00 |
| Supplies | \$0.00 |
| Contractual | \$63,830.00 |
| Construction | \$0.00 |
| Indirect Charges | \$0.00 |
| Other | \$3,242.00 |

| Obligating Document for Av | vard/Amendm | ent | erroren artikalen erroren erro | e grande grand grand og gande e e en der grande | energia suma sem un en social userar y sur sem social i | . And the second se | |
|---|--|---|--|--|---|--|------------|
| 1a. AGREEMENT NO. EMW-2017-PU-00653-S01 | 2. AMENDM *** | ENT NO. | 3. RECIPIENT NO. 576000226 | 4. TYPE OF A AWARD | CTION | 5. CONTROL NO W510988N |). |
| 6. RECIPIENT NAME AND ADDRESS City of Charleston 180 Meeting Street Suite 200 Charleston, SC, 29401 - 1614 | ADDRESS Grant Operation 245 Murray L Washington D | ISSUING FEMA OFFICE AND IDDRESS Frant Operations 45 Murray Lane - Building 410, SW Vashington DC, 20528-7000 OC: 866-927-5646 | | 8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472 | | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Cherrie-Ann Caton | PHONE NO. 8439654055 | | uling and Infor 58-6498 | ECT COORDIN nation Desk | ATOR | | |
| 11. EFFECTIVE DATE OF THIS ACTION 09/01/2017 | 12. METHOD OF PAYMENT PARS | 13. ASSISTA Cost Reimburg | NCE ARRANG sement | EMENT | 14. PERFORM From 09/01/2017 Budget P 09/01/2017 | 08/31/20 | |
| 15. DESCRIPTION OF ACT a. (Indicate funding data for a | | ial changes) | | | | | |
| PROGRAM CFDA NO. NAME ACRONYM | ACCOUNTING (ACCS CODE XXXX-XXX-XXX-XXX-XXX-XXX-XXX-XXX-XXX-X | E) XXXXXX- | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE N FEDERAL COMN | |
| Port Security 97.056 Grant Program | 2017-FA-B41 D | 1-P4104101- | \$0.00 | \$486,187.00 | \$486,187.00 | | See Totals |
| TOTALS | | | \$0.00 | \$486,187.00 | \$486,187.00 | \$ | 162,062.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

Cherrie-Ann Caton, Grants Compliance Manager

Tue Sep 26 13:04:07 GMT

2017

DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

Fri Sep 22 11:33:51 GMT

2017

ANDREW HAROLD MCLARTY, Assistance Officer

5.

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Teckleni | ourg, Mayor | | | | | |
|--|-----------------------|---------------------|---------------------|-------------------------|--|--|--|
| FROM: | Amy K. Wharton | | DEPT. | BFRC | | | |
| SUBJECT: | POLICE DEPARTA | NENT - SC DEPAR | TMENT OF PU | BLIC SAFETY | | | |
| REQUEST: | To accept the FI | Y18 Highway Sc | afety Grant A | ward for salaries, | | | |
| | mileage, and ce | ellular service fo | r two Traffic e | enforcement officers | | | |
| | in the amount o | f \$139,465. | | | | | |
| COMMITTEE | E OF COUNCIL: | W&M | DATE: | October 10, 2017 | | | |
| COORDINA | TION: This request h | as been coordinated | with: (attach all r | ecommendations/reviews) | | | |
| Corporate Counsel Cap. Proj. Cmte. Chair Interim Police Department Grants Manager FUNDING: Was funding previously approved? Yes No N/A Balance in Account N/A Signature of Individual Contacted Attachment Attachment Attachment Attachment Dept./Div.: Account Attachment Attachment Attachment Attachment Dept./Div.: Account Attachment Attachment Attachment Attachment Attachment Dept./Div.: Account Attachment Attachmen | | | | | | | |
| Does this d | ocument need to be | recorded at the RI | MC's Office? | Yes No X | | | |
| <u>NEED:</u> Identify any critical time constraint(s). | | | | | | | |
| CFO's Signa | ature: Muth | H. Doply CFE | 5 | | | | |
| FISCAL IMP | PACT: | V | | | | | |
| No match is | No match is required. | | | | | | |
| Mayor's Sig | nature: | 1/1 Day John | . Tecklenburg, | Mayor | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

September 8, 2017

The Honorable John Tecklenburg City of Charleston 80 Broad Street Charleston, South Carolina 29401-2260 RECEIVED

SEP 1 4 2017

Mayor's Office

RE: Highway Safety Grant No. PT-2018-HS-16-18

Continuation: City of Charleston Speed Enforcement Initiative

Dear Mayor Tecklenburg:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of \$139,465, with funding beginning October 1, 2017. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

LaToya Grate, Highway Safety Program Administrator Office of Highway Safety and Justice Programs S. C. Department of Public Safety P. O. Box 1993 Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2018, for the quarter ending December 31, 2017. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Please note that Grant Terms and Conditions applicable to your award have changed, compared to the Grant Terms and Conditions listed in the application, due to the advent of the federal Omnibus Super Circular. To that end, please comply with Special Condition No. 1 in your enclosed grant award packet outlining how your agency will need to deal with this issue.

Congratulations on your project's selection for funding for FFY 2018. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program coordinator, Debbie Jordan, at 803-896-9947 if you have any questions regarding this award. Ms. Jordan will contact you via email in the near future to provide more information on the grant and the upcoming training scheduled.

Sincerely

Phil Riley Director

Enclosures

c: Lieutenant Michael Thomas

Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS P. O. BOX 1993 BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee:

City of Charleston

Grant Title:

Continuation: City of Charleston Speed Enforcement Initiative

Grant Period:

10/1/2017 - 9/30/2018

Date of Award:

October 1, 2017

Amount of Award:

\$139,465

Grant No.:

PT-2018-HS-16-18

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600. and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA

LaToya Grate, Highway Safety Program Administrator Office of Highway Safety and Justice Programs

Signature of Official Authorized to Sign John Tecklenburg

Phil Riley, Director

Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND UPDATED TERMS AND CONDITIONS ATTACHED.

SPECIAL CONDITIONS

SUBGRANTEE : City of Charleston

GRANT TITLE: Continuation: City of Charleston Speed Enforcement Initiative

GRANT NO. : PT-2018-HS-16-18

AWARD DATE : 10/1/2017

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO WITHIN THIRTY(30) DAYS FROM THE DATE OF AWARD AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.

- 01. Please be advised that your agency is receiving updated Grant Terms and Conditions, based on the Fixing America's Surface Transportation (FAST) Act and the federal Omnibus Super Circular. The enactment of these updates reflects federal requirements but should not change the scope, activity, or reimbursement schedules for your grant project(s). The officials (Project Director, Chief Financial Officer, and Official Authorized to Sign) who signed the original grant application(s) for your project(s) are required to read and agree to the provisions outlined in the updated Grant Terms and Conditions. The acceptance of the Grant Award signifies the agreement of the provisions outlined in the updated Grant Terms and Conditions that are provided by the OHSJP.
- 02. This grant award is contingent upon approval and availability of funds from the federal funding agency.
- 03. Comply with 2 CFR Part 200 Subpart F, Audit Requirement. Expending \$750,000 or more in federal funds annually requires an audit. Indicate the acceptance of these requirements by returning a completed copy of the Acceptance of Audit Requirement on page 6 of the grant application.
- 04. All Personnel funded under this grant must be identified by name and date of hire and submitted on agency letterhead. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing.
- 05. Submit pages 26 and 27 of the grant application with the appropriate original signature of the Project Director, Financial Officer and the Official Authorized to Sign.
- 06. Submit a copy of your agency's travel regulations by the date of the scheduled Pre-Work Conference and updates when they occur.
- 07. Subrecipients using Highway Safety Funds are required to send the Project Director and the individual who will be completing Request for Payment forms and financial transactions to attend a Pre-Work Conference time and date to be determined by OHSJP staff. First year projects are further required to attend and fully participate in the entire Project Management Course. The date and time will be sent via email to the Project Director listed on the initial application.
- 08. The deadline for final grant revisions is June 30, 2018.
- 09. The City of Charleston Police Department will comply, relative to this grant project, with the provisions of the Buy America Act (23 U.S.C. §313) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation. Products manufactured or assembled in the United States do not require a waiver.

10. All recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the most highly compensated executives of the recipients. The Agency must complete and submit a DUNS number on the required form by the date of the Pre-Work Conference. No reimbursements can be made

until this information is on file with the Office of Highway Safety and Justice Programs.

- 11. All purchases must be approved by the OHSJP prior to purchase.
- 12. Please make the following revisions to your approved grant and submit to the OHSJP by the date of the scheduled Pre-Work Conference:
 - a. Correct b. under Section 8 on the first page of application.
 - b. Remove Overtime from budget lines under Personnel.
- 13. Correct the grantor amount to \$139,465. Revise and resubmit corrected budget pages 1-6 as shown within 10 days of the award.
- 14. Any programmatic and/or financial changes resulting from the redline adjustments in the approved grant budget need to be addressed on pages 1 13 of the grant and revised accordingly to reflect the approved grant budget. These revisions are due by the date of the scheduled Pre-Work Conference.
- 15. Since the primary function of grant-funded officers is to prevent and reduce collisions, injuries and fatalities by proactive enforcement measures, these officers should only respond to traffic collisions in emergency situations, such as when no other officer is available to respond, or during inclement weather when proactive enforcement is hindered.
- 16. Monthly logs of traffic enforcement activities are required monthly and are due by the 10th of each month for the month prior.
- 17. The City of Charleston Police Department shall continue to participate actively in the 9th Circuit Law Enforcement Network.
- 18. The City of Charleston Police Department shall fully participate in the 2018 Law Enforcement DUI Challenge.
- 19. The City of Charleston Police Department shall fully participate in the statewide seat belt enforcement and public information and education campaign, Buckle Up South Carolina. It's the law and it's enforced. Also, the City of Charleston Police Department shall fully participate in the statewide DUI enforcement and public information and education campaign, Sober or Slammer!
- 20. The City of Charleston Police Department is encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

FOR ACCOUNTING-GRANTS USE ONLY

| NO. | ASSIGNED TO | CLEARED BY | Date |
|-----|-------------|------------|------|
| 01. | SA & PC | | |
| 02. | SA | | |
| 03. | SA | | |
| 04. | SA | | |
| 05. | SA | | |
| 06. | SA | | |
| 07. | SA & PC | | |
| 08. | PC | | |
| | | | |

| 09. | SA | |
|-----|---------|--|
| 10. | SA | |
| 11. | SA | |
| 12. | PC | |
| 13. | SA | |
| 14. | SA & PC | |
| 15. | PC | |
| 16. | PC | |
| 17. | PC | |
| 18. | PC | |
| 19. | PC | |
| 20. | PC | |

STATE OF SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

| HIGHWAY SAFETY GRANT APPLICATION | | | | |
|--|--|-----------------------------|--|--|
| FOR OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS (OHSJP) USE ONLY | | | | |
| Grant # | PT-2018-HS-16-18 | | | |
| App# | AH18013 | | | |
| Award Date: | | | | |
| Prior Grant #1 | | , | | |
| #2 | | | | |
| #3 | | | | |
| Requested Grantor Amount | | | | |
| State/Local Benefit | | | | |
| Fund Year: | | | | |
| То | Be Completed by Project Director | | | |
| Section 1 | | | | |
| County Name: | 10 - CHARLESTON ✓ | | | |
| Other county/counties this project will serve: | 06-BERKELEY | | | |
| Section 2 | | | | |
| Project Location: | City of Charleston | | | |
| Section 3 | | | | |
| Program Area: | Police Traffice Services | | | |
| Section 4 Project Period: | 1 Voor | | | |
| - | 10/01/2017 | | | |
| | | | | |
| | 09/30/2018 | | | |
| Section 5 Grant Period: | 1 Year | | | |
| , | 10/1/2017 | | | |
| i | 9/30/2018 | | | |
| The state of the s | 3/30/2016 | | | |
| Section 6 Project Title: | Continuation: City of Charleston Speed Enforcement | | | |
| Section 7 | Commence of the second open a second open as the se | | | |
| Project Summary | The purpose of this project is to continue suppor Officers. The officers are implementing the City! Their goal is to reduce speeding, high collision driver noncompliance. | s Traffic Enforcement Plan. | | |
| Section 8 | | | | |
| Type of Application | | | | |
| b. Year of Funds | | | | |
| Do you plan to apply for additional year of funding after 1st year | Yes V | | | |
| Section 9 | | | | |

| a. Organization Type : | City | <u> </u> | | | | |
|---|--------------------|--------------|-------------------|--|--|--|
| Other:(Specify) | | | | | | |
| b. U. S. Congressional District | 01 | | | | | |
| Section 10 | | | | | | |
| Agency DUNS number*: (fedgov.dnb.com/webform) | 077990786 | | | | | |
| * This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded. | | | | | | |
| Agency Name | City of Charleston | | | | | |
| Address | 80 Broad Street | | | | | |
| City | Charleston | | | | | |
| State | South Carolina | | | | | |
| (Please use the Name/Address above instead of this field) Name and Address of Implementing Agency | | | | | | |
| 10 Digit Zip | 29401-2260 | | | | | |
| (Area) Phone #: | 843-720-3782 | | | | | |
| (Area) Fax #: | 843-579-7529 | | | | | |
| COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION Section 11 BUDGET Use whole dollars only (For example: \$1,500 not \$1,500.00) | | | | | | |
| a. BUDGET CATEGORIES | GRANTOR | AGENCY MATCH | TOTAL | | | |
| A321 Personnel | \$136,232 119 366 | \$ 0 | \$136,232 119,366 | | | |
| A331 Contractual Services | \$0 | \$ 0 | \$0 | | | |
| A341 Travel | \$17,912 17,913 | \$0 | \$17,912 17,913 | | | |
| A351 Equipment | \$0 | \$0 | \$0 | | | |
| A371 Other | \$2,186 | \$0 | \$2,186 | | | |
| TOTAL: | \$156,330 139,465 | \$0 | \$156,330 139,465 | | | |
| MATCHING FONDS : | City 🗸 | | | | | |
| Other (Explain): | | | | | | |

| USE WHOLE DOLLARS ONLY | BUDGET DESCRIPTION Page 2 | | | Page 2 | |
|---|---------------------------|----------------|-----------------|---------------------------|------------------|
| CATEGORIES 1. PERSONNEL | | | GRANTOR | CASH MATCHING FUNDS | TOTAL |
| A. SALARIES | Annual | % of Time | | | - Parity Company |
| Position Title | Salary/Rate X | On Project | | | 1 |
| Traffic Enforcement Officer | \$42,447 | 100 | \$42,447 | \$0 | \$42,447 |
| Øvertime • | \$6,000 | 100 | \$6,000 | \$0 | \$6,000 |
| Traffic Enforcement Officer | \$42,447 | 100 | \$42,447 | \$0 | \$42,447 |
| Overtime | \$6,000- | 100 | \$6,000 | \$0 | \$6,000 |
| | Te | OTAL SALARIES: | \$96,894 | \$0 | \$96,894 |
| | | | <u>84.80</u> | | 84.894 |
| B. FRINGE BENEFITS, EMPLOYER PO | RTION: | 84,894 | | • | ,, = , , |
| (Itemize - I.e FICA, Work, Comp. Retirement, etc.) Description | % or Rate | X Base | | | |
| Social Security & Medicare (FICA) | 7.65 | \$96,894 | \$7,4126494 | \$0 | \$7,412 649 H |
| Retirement | 13.87 | \$96,894 | \$13,440 11,775 | \$0 | \$18,440 11,777 |
| Worker's Compensation Insurance | 2.99 | \$96,894 | \$2,894 25-58 | \$0 | \$2,8942538 |
| Unemployment insurance | 0.151 | \$96,894 | \$146128 | \$0 | \$146128 |
| Health insurance | 15.62 | \$96,894 | \$15,130 15260 | \$0 | \$15,130 3200 |
| Other: | 0.326 | \$96,894 | \$216 277 | \$0 | \$316 277 |
| TOTAL FRINGE BENEFITS | | | \$39,338 3441 | -\$0 | \$38,338344 2 |
| | тот | AL PERSONNEL: | \$136,232 | \$0 | \$136,232 |
| | | | 119300 | | 119,360 |
| CONTRACTUAL SERVICES: (Describe services to be performed) | | | | | |
| | | | \$0 | \$0 | \$0 |
| | TOTAL CONTRAC | TUAL SERVICES | \$0 | \$0 | \$0 |
| TRAVEL: | | | | | |
| (Itemize-include mileage, airline cost, lodging, par In-State Travel: | king, per diem) | | 17913 | | 17913 |
| Mileage for 2 Officers (16,741 X .535) | | | \$17,912 | \$0 | \$17,912 |
| Out-of State Travel: | | | | | |
| | | | \$0 | \$0 | \$0 |
| | | TOTAL TRAVEL: | \$17,912 | \$0 | \$17,912 |
| | | | 17913 | | 17913 |
| | | | 9 " - | | ,,,,, |

.

| USE WHOLE DOLLARS ONLY | BUDGET DESCRIPTION Page | | |
|---|-------------------------|---------------------------|-----------|
| CATEGORIES | GRANTOR | CASH MATCHING FUNDS | TOTAL |
| IV. EQUIPMENT: | | | |
| (Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items. | | | |
| . ITEM QUANTI | TY | | |
| | \$0 | \$0 | \$0 |
| TOTAL EQUIPME | NT: \$0 | \$0 | \$0 |
| V. OTHER: | | | |
| Annual Cellular Service for 2 Officers | \$2,186 | \$0 | \$2,186 |
| TOTAL OTH | ER: \$2,186 | \$0 | \$2,186 |
| TOTAL PROJECT CO | st: \$156,330 | \$0 | \$156,330 |
| | 139465 | | 154.465 |
| | • | | |

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BUDGET NARRATIVE

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

Personnel

Salaries + 100% of their time.
This will be used to continue funding the two police officers assigned to the Charleston Police Department's Traffic Enforcement Unit under the SCDPS Highway Safety Grant Program.

Fringe Benefits

The grant will provide the following for the two police officers: Social Security and Medicare (FICA), overtime. Retirement, Worker's Compensation Insurance, Health Insurance, Dental, Disability, Life Insurance, and Unemployment. Reflected are the actual fringe rates.

Travel

Traffic Services Enforcement Mileage

Reimbursement for in-state mileage associated with traffic enforcement and approved training for the two grantfunded officers.

Other

Annual Cellular Data Service

Funds are requested to reimburse the data service of the two Traffic Enforcement Officer's mobile phones and mobile in-car computers.

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BUDGET NARRATIVE (Continued)

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

GRANT NO. PT-2018-HS-

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ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State agencies whose annual audit is covered by the State Auditor's Office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Grants Administration Accountant S.C. Department of Public Safety 10311 Wilson Blvd. Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning January 1, 2017

Ending December 31, 2017

1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs

by: September 20, 2018

(Date

NOTE: The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

*NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Availability of Federal Funds:

This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.

Applicable Federal Regulations:

The subgrantee will comply with applicable statues and regulations, including but not limited to: 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended; Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94; 23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs; 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; 2 CFR Part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Administrative Orders issued by the National Highway Traffic Safety Administration (NHTSA).

Allowable Costs:

The allowability of costs incurred under any grant shall be determined in accordance with the cost principles outlined in 2 CFR Part 200 and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules, and regulations conforming to limitations or exclusion of costs as set forth in the applicable Super Circular referenced above.

Audit Requirements:

According to the Office of Management and Budget (OMB) 2 CFR Subpart F §200.501 – Audit Requirements, a non-federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with OMB 2 CFR Subpart F § 200.514. Please see OMB 2 CFR Subpart F § 200.502, Basis for determining Federal awards expended - to ensure all expended funds are accounted for. A copy of the audit must be made available to the Office of Highway Safety and Justice Programs within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, all grant contractors are subject to a financial and compliance audit by state and/or federal auditors. All documents associated with the grant project must be made available at any time for inspection by the Office of Highway Safety and Justice Programs or their designated representatives. The OMB 2 CFR Subpart F § 200.333, provides information on "Retention requirements for records". All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, until any outstanding audits are completed. The Office of Highway Safety and Justice Programs will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.

Non-Discrimination:

The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat.252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), (prohibits discrimination on the basis of sex);
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 et seq), (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq), (prohibits discrimination on the basis of age);
- f. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- g. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- h. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087 to 74100).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies and activities, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- j. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin

discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

- k. the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- 1. the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Office of Highway Safety and Justice Programs.

Minority Business Enterprise (MBE) Obligation:

A grant contractor shall make every effort to consult vendors representing minority and women's business enterprises before expending federal highway safety funds. A minority and women's business enterprise is defined as a small business, which is owned and controlled by socially and economically disadvantaged individuals. "Socially and economically disadvantaged individual" means a citizen of the United States or person lawfully residing in the United States or its possessions who is a minority or woman regardless of race or ethnicity or any other individual found disadvantaged by the Small Business Administration.

Conflict Of Interest:

Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. Advice: No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
- **b. Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:
 - 1) Using his or her official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels; or
 - 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

Bonding:

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

Non-Supplanting Agreement:

The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be advertised within 30 days and filled within 90 days. If the vacancy is not filled within 90 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position. The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable.

Project Implementation:

The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

Written Approval of Changes:

Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30th of the funding cycle.

Budget Revision Requirements:

The major budget categories are: Personnel, Contractual Services, Travel, Equipment, and Other. A budget revision will not be required unless:

- a. The expended amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%;
- b. The quantity of Personnel or Equipment changes;
- c. Or an item to be purchased is not listed in the grant budget.
- d. The Final grant revisions are requested to be submitted by the June 30th day before the close of the project year listed on the grant award documents. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project. Revisions must be completed online via GMIS. Every change made to the original application or subsequent revisions, is considered a revision and will require you

- to create a revision, and justify the revision. Should you need assistance, please contact the appropriate Program Staff.
- e. Retroactive approval of revisions will not be granted; costs incurred in such situations will not be reimbursed.
- f. Revision requests for new or different activities not related to the scope of the original approved grant will not be considered.

Contract Approval Requirements:

The Subgrantee must receive approval of all contract agreements for services and products from the Office of Highway Safety and Justice Programs prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the Office of Highway Safety and Justice Programs prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

Individual Consultants:

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, as required by the federal oversight agency. The current federally-approved rate must not to exceed the maximum of \$650.00 per day or \$81.25 per hour.

Dual Employment Compensation:

Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the Office of Highway Safety and Justice Programs.

Sole Source Procurement:

(All purchases must be pre-approved by Office of Highway Safety and Justice Programs)
Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the Office of Highway Safety and Justice Programs.

Bidding Requirements:

(All purchases must be pre-approved by Office of Highway Safety and Justice Programs)
The subgrantee must comply with proper competitive bidding procedures as required by 2 CFR
200. Bids must be submitted to the Office of Highway Safety and Justice Programs for review

and approval prior to acceptance of any quote/bid on any items, including those bids in the aggregate, whose total cost requires a bid. Provide a copy of all bids submitted; the bid selected; and the criteria used for selection. If other than the low bid was selected, provide justification. This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are still required to be submitted to the Office of Highway Safety and Justice Programs for approval. Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

- a. Purchases \$2,500 and less: Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by the Office of Highway Safety and Justice Programs Financial staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.
- b. Purchases from \$2,500.01 to \$4,999.99, this documentation must include three (3) written quotes. The award must be made to the lowest responsive and responsible sources.
- c. Purchases from \$5,000 to \$10,000, on any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the Office of Highway Safety and Justice Programs for review and approval prior to acceptance of any bid. Provide the following information:
 - a. A copy of all bids submitted.
 - c. The bids selected.
 - b. The criteria used for selection.
 - d. If other than low bid selected, provide justification.
- d. Purchases from \$10,000.01 to \$50,000: Requires bid specification that must be submitted to the Office of Highway Safety and Justice Programs prior to solicitation of written bids or proposals. Also requires solicitation of written bids or proposals that must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. Award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the Office of Highway Safety and Justice Programs for approval prior to obligation of grant funds.

Personnel:

All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing within 30 days from the date of hire, or the date the change occurs. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave). All Requests for Payment (RFP) must include timesheets for grant-funded personnel. Payment will not be processed without submission of timesheets. Agency timesheets may be used, or a timesheet can be provided by Office of Highway Safety and Justice Programs upon request. The timesheets

must include the time period requested for reimbursement. These records must be available for review when a monitoring visit is made by the Office of Highway Safety and Justice Programs.

Use of Grant-Funded Traffic Officers:

The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

Travel Costs:

Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging. excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel. Out-of-State Travel: The subgrantee must receive prior approval from the Office of Highway Safety and Justice Programs on all out-of-state travel not specified in the approved grant application. Lodging receipts are required and must itemize room charges and taxes by date. Reimbursement for checked baggage fee is limited to only one (1) checked bag and must be within the airlines' size & weight restrictions (with receipt). The Office of Highway Safety and Justice Programs will not reimburse any overweight and oversized baggage fees if your bag exceeds weight or size limits. Hotels that are booked through websites like Expedia, Kayak and Travelocity are not allowed and will not be reimbursed. The most economical means of transportation must be utilized. Fares for taxis, bus, or light rail service to and/or from an airport are reimbursable with a valid receipt. The Office of Highway Safety and Justice Programs will not reimburse any amounts for tips. A rental car should only be used when other forms of transportation are not available and prior approval from the Office of Highway Safety and Justice Programs must be granted. Documentation is required for reimbursement of the rental fee and gas. Car rental insurance is not reimbursable.

Training Approval:

All training that grant-funded personnel will attend which will be paid for with grant funds, including registration, lodging, meals, or mileage, must receive prior written approval by the Office of Highway Safety and Justice Programs. A copy of the agenda must be submitted to the Office of Highway Safety and Justice Programs.

Obligation of Grant Funds:

Grant funds must not be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

Utilization and Payment of Grant Funds:

Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

Recording and Documentation of Receipts and Expenditures:

Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

Financial Responsibility:

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Reports:

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

Program Income:

All program income generated by this grant during the project must be reported to the Office of Highway Safety and Justice Programs quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Office of Highway Safety and Justice Programs.

Cash Depositories:

Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.

Retention of Records:

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three (3) years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three (3) years after the litigation, claim or audit is resolved.

Property Control:

Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

- a. Title: Subject to the obligations and conditions set forth in 2 CFR 200.313, and 2 CFR 439 title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the Office of Highway Safety and Justice Programs a copy of the Property Control Record Form (provided by the Office of Highway Safety and Justice Programs) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the Office of Highway Safety and Justice Programs and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
- c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the Office of Highway Safety and Justice Programs prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Office of Highway Safety and Justice Programs immediately.

Performance:

This grant may be terminated or fund payments discontinued by the Office of Highway Safety and Justice Programs where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Office of Highway Safety and Justice Programs. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the Office of Highway Safety and Justice Programs, the subgrantee shall reimburse the Office of Highway Safety and Justice Programs the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the Office of Highway Safety and Justice Programs for payments made.

Deobligation of Grant Funds:

All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs.

Copyright:

Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (Office of Highway Safety and Justice Programs) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or Office of Highway Safety and Justice Programs purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and.
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the Office of Highway Safety and Justice Programs' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

Produced Materials/Publications:

Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the Office of Highway Safety and Justice Programs for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the Office of Highway Safety and Justice Programs two copies of all materials produced as part of the grant.

Closed Captioning of Public Service Announcements:

Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

Confidential Information:

Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the Office of Highway Safety and Justice Programs.

Disclosure of Federal Participation:

In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project to apply to a procurement for goods or services that has an aggregate value of \$500,000 or more unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

Cost Assumption:

The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

Political Activity (Hatch Act):

The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Equipment Purchase:

All equipment purchases must be specifically itemized in the budget proposal. If not included in the original budget proposal, expressed written approval from the Office of Highway Safety and Justice Programs is required prior to any purchase. Upon receipt of any equipment purchased with federal funds, the grant contractor must complete an "Equipment Inventory Log" and submit it to the Office of Highway Safety and Justice Programs. The "Equipment Inventory Log" is located on the Office of Highway Safety and Justice Programs website. The subgrantee must appropriately maintain any equipment purchased under the grant contract. Office of Highway Safety and Justice Programs staff will provide an OHSJP inventory tag to be placed on all equipment purchases.

Equipment Use:

Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by

formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

Observance of National Safety Weeks:

All subgrantees shall assist the Office of Highway Safety and Justice Programs in activities associated with Sober or Slammer/Christmas /New Year's (December and January); Buckle Up South Carolina (May); Sober or Slammer/Labor Day (September); and the observance of National Child Passenger Safety Week (September).

Specialized Equipment/Occupant Protection Device Purchases:

The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

<u>Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:</u> Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1st each year.

All grant-funded expenditures must be requested, purchased, invoiced, and delivered prior to September 30th.

Fiscal Regulations:

The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Office of Highway Safety and Justice Programs Guidelines or "Special Conditions" placed on the grant award.

Compliance Agreement:

The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Office of Highway Safety and Justice Programs. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

Suspension or Termination of Funding:

The Office of Highway Safety and Justice Programs may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to adhere to the requirements, standard conditions or special conditions.
- b. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- c. Failure to submit reports.

- d. Filing a false certification in this application or other report or document.
- e. Other good cause shown.

Buy America Act:

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Restriction on State Lobbying:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Federal Funding Accountability and Transparency Act (FFATA):

The Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act – Pub.L. 109-282, as amended by section 6202(a) of Pub.L. 110-251) requires the Office of Management and Budget (OMB) to maintain a single searchable website that contains information on all federal spending awards. The site is www.USASpending.gov. The Transparency Act requires every grant/sub-grant/contract/sub-contract equal to or greater than \$25,000.00 awarded by the Office of Highway Safety and Justice Programs to be accounted for on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) at www.fsrs.gov.

All contractors awarded federal funding equal to or greater than \$25,000.00 will be required to submit specific information requested by the Office of Highway Safety and Justice Programs to comply with the Transparency Act.

Policy on Seat Belt Use:

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.gov. Additional resources are available from the Network of Employers for Traffic

Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.

Policy on Banning Text Messaging While Driving:

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Indirect Costs:

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) or IDCR is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards.

2 C.F.R. §200.331(a)(4) and 2 C.F.R. §200.414(4)(f) states...if a subrecipient does <u>not</u> have a federally negotiated indirect cost rate, the pass-through entity may either negotiate a rate with that subrecipient or apply the de minimis indirect cost rate of 10% of modified total direct costs (MTDC). The pass-through entity may not force or entice the subrecipient without a federally negotiated indirect cost rate to accept a rate lower than the de minimis rate of 10%. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or subcontract under the award (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

Active DUNS number, Central Contractor Registration (CCR) registration, and South Carolina State Vendor ID are required for federal reporting purposes and reimbursement:

a. A DUNS number is required during the application process: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of

entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point-of-contact information, and registration is required only once. The DUNS number will be used throughout the grant life cycle. Obtain a DUNS number by calling 1–866–705–5711 or by applying online at https://fedgov.dnb.com/webform.

- System for Award Management (formerly Central Contractor Registration b. [CCR]): The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). SAM is a Federal Government-owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box. https://www.sam.gov/portal/public/SAM/.
 - c. South Carolina State Vendor Number: To ensure that your agency is registered with the state, in order to receive reimbursement for grant-eligible expenses, an agency or entity will need to go to the following link and register to obtain a SC State Vendor number. http://www.mmo.sc.gov/PS/vendor/PS-vendor-registration.phtm. This information should be sent with the first Request for Reimbursement to the person listed on the cover letter in your award packet.

<u>Certifications Regarding Federal Lobbying, Debarment and Suspension and Drug-Free</u> Workplace Requirements and other Responsibility Matters:

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Highway Safety and Justice Programs determines to award the covered transaction, grant, or cooperative agreement.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

1. The undersigned certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

- cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>Certification Regarding Debarment and Suspension:</u>

Instructions for Primary Certification (States):

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to

- which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:</u>

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

- falsification or destruction of record, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification:

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require low tier participates to comply with 2 CFR Parts 180 and 1300.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

- principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Drug-Free Workplace Certification Act 1988 (41 U.S.C. 8103):

The State will provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The grantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- 3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- 5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee, up to and including termination.
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs of all of the paragraphs above.

COMMITTEE / COUNCIL AGENDA

(e.)

| TO: | John J. Tecklenburg, Mayor | | | | | |
|--|--|-----------------------------|----------------------------|-----------|--|--|
| FROM: | Amy K. Wharton | DEPT. | BFRC | | | |
| SUBJECT: | POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY | | | | | |
| REQUEST: | To accept the FY17 | VOCA Award for th | e Resource Coordi | nator & | | |
| | Elder Advocate salc | ıry continuation, su | oplies, and training | in the | | |
| | Amount of \$94,928. | | | | | |
| COMMITTE | E OF COUNCIL: | W&M D | ATE: <u>October 10, 20</u> |)17 | | |
| COORDINA | TION: This request has be | een coordinated with: (atta | ach all recommendations. | /reviews) | | |
| Corporate Counsel Cap. Proj. Cmte. Chair Interim Chief of Police X X X X X X X X X X X X X | | | | | | |
| FUNDING: | Was funding previously | approved? Yes | No N/A | | | |
| If yes, provi | de the following: De | ept./Div.: | Account #: | | | |
| Balance in A | Account | Amount needed for th | is item | | | |
| Does this document need to be recorded at the RMC's Office? Yes No X NEED: Identify any critical time constraint(s). | | | | | | |
| CFO's Signature: Matter Date of | | | | | | |
| FISCAL IMPACT: | | | | | | |
| A cash match in the amount of \$23,733 would be budgeted for 2018. | | | | | | |
| Mayor's Signature: John J. Tecklenburg, Mayor | | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



ALAN WILSON ATTORNEY GENERAL

September 15, 2017

The Honorable John J. Tecklenburg
Mayor
City of Charleston
80 Broad Street
Charleston, South Carolina 29401-2901

RE: Victims of Crime Act Program Grant No. 1V17006 Family Violence Unit Capacity Building

Dear Mayor Tecklenburg:

I am pleased to provide you with a grant award approved by this office in the amount of \$94,928 for the grant project referenced above. In order to complete the contract for this award it is necessary for you, as the Official Authorized to Sign, to return the attached grant award with an original signature within 30 days from the date of this award. The signed original should be mailed to:

Ginger Dukes, Program Coordinator S.C. Department of Crime Victim Assistance Grants 1205 Pendleton Street, Room 401 Columbia, South Carolina 29201

Copies of the grant Request for Financial Payment Report forms can be found at www.scdps.gov/ohsip/oag.asp. The Programmatic Progress Report forms, links, and other helpful information can be found in the Grants Management Information System (GMIS) at https://www.schponline.com/gms/ito/Logon.asp. Due dates, periods covered, and other information is available at www.scdps.gov/ohsip/oag.asp. Programmatic Progress Reports are due once per quarter using the Office on Victims of Crime reporting tool found at www.ovcpmt.org. If you have any questions or concerns, please contact Barbara Jean (BJ) Nelson at bjnelson@scdps.gov.

Sincerely.

Burke O. Fitzpatrick

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Director

BOF: us Enclosures

c: Ms. Catrice Smalls VOCA Official File

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SOUTH CAROLINA OFFICE OF THE ATTORNEY GENERAL CRIME VICTIM SERVICES DIVISION 1205 PENDLETON STREET COLUMBIA, SOUTH CAROLINA 29201 GRANT AWARD

Subrecipient: City of Charleston

Grant Title: Family Violence Unit Capacity Building

<u>Grant Period</u>: 10/1/2017 - 9/30/2018 <u>Date of Award</u>: October 1, 2017

Amount of Award: \$94,928 Grant No.: 1V17006

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, et seq, CFDA No. 16.575, and on the basis of the application submitted, the South Carolina Department of Crime Victim Assistance Grants hereby awards to the foregoing subrecipient a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subrecipient certifies that the federal and state conditions are fully understood and will be complied with, including the applicable provisions of VOCA Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.oip.usdoi.gov/ovc/scad/guides/vaguide.htm. Financial Guidance may be accessed at: https://www.ecfr.gov/cyi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl.

<u>Payment of Funds</u>: Grant funds will be disbursed to subrecipients (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

The award shall become effective, as of the date of award, upon return to the Department of Crime Victim Assistance Grants of an original signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty days from the date above, and such reports required by the South Carolina Office of the Attorney General must be submitted to Department of Crime Victim Assistance Grants in accordance with regulations and guidelines.

ACCEPTANCE FOR THE SUBRECIPIENT

ACCEPTANCE FOR THE SFA

BJ Ne son, Deputy Director

Department of Crime Victim Assistance Grants

Signature of Official Authorized to Sign John Tecklenburg

Burke O. Fitzpatrick, Director Crime Victim Assistance Division

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SUBRECIPIENT: Charleston Police Department

GRANT TITLE: Family Violence Unit Capacity Building

GRANT NO: 1V17006

AWARD DATE: October 1, 2017

ALL SPECIAL CONDITIONS MUST BE COMPLETED OR ACKNOWLEDGED IN WRITING AND APPROVED WITHIN THIRTY (30) DAYS OF THE PROJECT START DATE, AND PRIOR TO ANY COMMITMENT, OBLIGATION, OR DISBURSEMENT OF FUNDS. SUBMIT THE ATTACHED CHECKLIST AND ALL REQUIRED ATTACHMENTS TO ACKNOWLEDGE SPECIAL CONDITIONS.

- 1. This award is contingent upon approval and availability of funds from the federal funding agency.
- 2. Submit executed pages 27 and 28 of the original application with original signatures. Should any of the listed persons on pages 27 and 28 change at any time during the life of the project, the agency must change the information on the affected pages in GMIS, print a hard copy, obtain new signatures, and submit to the Department of Crime Victim Assistance Grants within ten days of the event change. Be advised that the predominance of information, notifications, approvals, denials, and requests will be sent to you via email using the address listed for the Project Director. Notify program staff if your email address changes from the initial application. Emails will normally only be sent to the owner of the application, the Project Director, or the Official Authorized to Sign.
- 3. All personnel funded under this grant must be identified by name, date of hire, total hours worked per week for the agency, and total hours worked per week on this grant's activities, each year, regardless of length of service or length of project. Any changes in grant personnel, reassignments, terminations, or a change in the number of hours worked on this grant's activities must be reported by the subrecipient agency in writing, along with revised organizational charts reflecting the personnel changes, to Department of Crime Victim Assistance Grants within ten days of the change.
- 4. Submit a copy of the agency's travel regulations showing agency-established rates for mileage and per diem (meals) reimbursement in one or both of the following forms: a) the part of the agency's policy and procedures manual in which travel regulations are included; b) the Board's or Council's minutes setting travel rates. All lodging expenses must adhere to the approved and allowed GSA rate for area and season. Refer to http://www.gsa.gov/portal/content/104877 for the most current information.
- 5. Submit a current copy of the lease agreement for requested office space. Approval of the amount requested in the grant application for office rent is not final until the lease agreement has been submitted and approved. The lease agreement or addendum from the leasing agency must reflect square footage allotted to your agency by lessor and the square footage allotted per person funded under the grant. Only dedicated office space for funded personnel is allowable for reimbursement.

6. Contractual Services

All contractual service line items must be pre-approved by Grants Management staff. Subrecipients must complete a bid process along with a standard grant contract that must be reviewed and approved prior to grant funds being obligated towards the

contractual service line item(s) on a yearly basis. Grants Management staff must be contacted to initiate the contractual services bid process.

Each service/contractor/consultant listed in the contractual services section of the application must enter into a contract before services are provided and have prior approval from the Department of Crime Victim Assistance Grants during each step of the process. Per federal guidelines, services may not exceed \$81.25/hour with a maximum of \$650/day without prior approval from Crime Victim Assistance Grants staff. To initiate this process, please submit for review and approval a copy of each consultant's resume and contract to be entered into. Contracts must be approved by the Department of Crime Victim Assistance Grants prior to execution. Please ensure that your agency uses the contract provided by Department of Crime Victim Assistance Grants. This is the standard format that must be used and no changes can be made to the actual form. Submit a copy of each executed consultant contract to Department of Crime Victim Assistance Grants. For any questions on bid procedures or contracts, please contact program staff for further instruction. Please be advised that speakers, trainers, and presenter's contractual obligations are more complicated and require additional oversight and approval.

- 7. All current and newly-hired grant-funded personnel, as well as the Project Director, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within 30 days from the date of the award. After completing the presentation, each viewer must sign a document stating that all staff and volunteers have read, understood, and will comply with all items mentioned in the presentation, and that the agency, as a whole, understands that compliance is mandatory agency-wide if the agency receives any federal funds. Submit the original signed document as part of the response to special conditions and retain a copy for your files. The recipient, and the subrecipients assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of USDOJ. https://www.justice.gov/crt/how-file-complaint.
- 3. Plan, draft, execute, and submit a Memorandum of Agreement (MOA) with all agencies listed in the Interagency Coordination Section on Page 8 of the application. This MOA may be written to span more than one grant project period, up to 36 months. Should your agency choose the 36-month option, the following conditions will apply: If there have been no substantial changes to scope of work, agencies included, or agency heads, then submit a letter on agency letterhead to that effect. If there have been substantial changes, a new MOA must be executed and submitted within 60 days of the date of award.
- 9. Submit your agency's IRS certification of tax-exempt 501(c)3 status, if applicable.
- 10. Submit an original signed statement on agency letterhead, signed by the President or Chair of the Board of Directors, which clearly outlines approval of the grant application submission and the intent to support the endeavors of the project to the fullest extent.
- 11. Submit an organizational chart for your agency with the following information either included in the chart itself or as a document that cross-references the chart: Position title that matches the title shown on the grant application, full name of funded person in the position (if this is a new position or it is vacant, mark as such), the amount of actual salary paid to that person, and which funding sources (VOCA, SVAP, VAWA, FVPSA,

United Way, local funds, or other specific sources) are used to supply funding for each individual staff member with percentages of each funding source. Executive Directors may be exempt if no federal funds are used to support their salary. Please indicate this on the organizational chart or support document.

- 12. Submit a job description for each grant-funded staff.
- 13. Submit a volunteer job description. All VOCA and SVAP grants require a minimum of at least one volunteer involved with the project. Volunteers are also required on all VAWA grants that use in-kind volunteer match.
- 14. All staff and volunteers funded under or critical to the success of this project must read the grant application, specifically pages 12-14 and 16 of the application, and sign a document that states they have read, understood, and will comply with the goals and scope of the project. Submit a copy of said document along with the response to special conditions.
- 15. If any of the persons signing on pages 26 or 27 checked "yes" in the box on the signature pages that indicates the person(s) are bonded, submit a copy of the most recent declarations page of your agency's insurance policy that shows professional liability insurance (PLI), also called professional indemnity insurance (PII), but more commonly known as errors & omissions (E&O) insurance.
- 16. Final grant revisions are to be submitted 90 days prior to the end of the project period. Revisions must be completed online via GMIS. Every change made to the original application, or subsequent revisions, is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact program staff.
- 17. All equipment purchases must be approved by program staff 90 days prior to the end of the project period. Approval requests submitted after this date must have thorough justification as to why the revision is needed for the success of the project.
- 18. The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the State Funding Agency. Failure to comply could result in a hold being placed on the grant and/or repayment to the subrecipient of the cost deemed unallowable. Reports and other required documentation must be submitted in a timely fashion to ensure no holds are placed.
- 19. Request for Payments (RFP)
 - All Request For Payments (RFP) claims for reimbursement of salary and fringe must be supported by paycheck stub documentation. The paycheck stub backup documentation must be sent in with the RFP. Backup documentation must be submitted for requested reumbursement of employer paid contributions, such as health insurance premiums, dental insurance, workers compensation, retirement, short-term disability, long-term disability, etc. Please make sure that all employer contributions requested for reimbursement are listed on page 2 and page 4 of the grant as approved prior to charging them to the grant.

Additionally, all Request For Payments (RFP) claims for personnel must include timesheets and paycheck stubs for each grant-funded person. Payment will not be processed without submission of proper backup documentation. Your agency timesheets can be used or a timesheet can be provided. The timesheets must include the time period requested for reimbursement. All grant-funded personnel under this grant project must keep daily time and activity sheets, which must show the amount of

- time spent on each activity. Template forms are available to assist in preparing RFP claims.
- 20. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
- 21. Please review your objectives and corresponding performance indicators on page 13 of the grant application. Should your agency consider that the current objectives/indicators are: a) no longer applicable to your project success, or b) unable to be completed given the funds available, please revise and resubmit. Your objectives must include quantified statements of expected results. If not, the objectives must be restated to describe the goals of the project in terms of measurable events that can be realistically expected. Please note that some subrecipients will be special conditioned to remove or revise objectives/indicators that address unallowable activities or populations.
- 22. Progress reports are due at various times during the project year, both for programmatic benchmarks and for financial reimbursement. The agency is required to collect and report on data and finances as outlined in the guidelines for that specific fund. Depending on the funding source, VOCA, VAWA, or SVAP, demographic information may change. Contact program staff for further information. Failure to submit any required report in a timely manner will result in a delay in reimbursements.
- 23. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, recipients are required to take reasonable steps to ensure that persons with LEP have meaningful access to programs. Meaningful access may entail providing language assistance services; including interpretation and translation services, where necessary. Subrecipients are encouraged to consider the need for language services for persons with LEP served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for persons with LEP are considered allowable program costs. The U.S. Department of Justice has issued guidance for recipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- 24. All training for funded presonnel, using grant funds or not, must be submitted via a training approval request form on GMIS and approved before the training takes place. Training can only take place within the project year. Should your agency be approved for funds for training expenses, either in the original award or by revision, please be advised that only funded staff or critical volunteers will be approved for use of training expense funds. All training approval requests must include a detailed agenda.

25. Please be advised that any approved revisions to this project that add new expense items or costs may incur additional special conditions. The revision form comment box will contain alerts concerning your revision. Additional special conditions will be sent to you shortly after the revision is approved and must be addressed and submitted to the Department of Crime Victim Assistance Grants within ten days of the approval date.

26. Procurement Requirements

Purchases \$2,500 and less: Single purchases or purchases in the aggregate not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subrecipient grant budget items equal to or less than \$2,500 will be evaluated by the Department of Crime Victim Assistance Grants staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subrecipient grant budget.

Purchases from \$2,500.01 to \$10,000: On any single item or like items in the aggregate whose total cost is between \$2,500.01 and \$10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources. Submit at each point in the process to the State Funding Agency for approval prior to obligation of grant funds.

Purchases from \$10,000.01 to \$50,000: Requires bid specification that must be submitted to the State Funding Agency prior to solicitation of written quotes, bids, or proposals. All solicitations of written quotes, bids, or proposals must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. An award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the State Funding Agency for approval prior to obligation of grant funds.

Purchases over \$50,000. Please contact Department of Crime Victim Assistance Grants staff for guidance prior to any obligation of grant funds.

For more information on procurement guidelines please visit http://www.scstatehouse.gov/code/t11c035.php.

- 27. The subrecipient will maintain a separate grant account that reflects the grant budget, expenditures, and deposits through the general ledger. Additionally, effective control and accountability must be maintained for all grant cash, real and other personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
- 28. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This Special Condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29. Any materials that will be distributed, such as Public Service Announcements, radio spots, pamphlets, newsletters, billboards, safety cards, or brochures, etc., must be submitted to program staff for approval. Note: All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements:

"This project was supported by Federal Formula Grant # (Please contact Program Staff for Federal Grant Number), awarded by the Office of Victims of Crime, U.S. Department of Justice through the South Carolina Office of the Attorney General. Any points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The subrecipient also agrees that one copy of any such publications will be submitted to the State Funding Agency to be placed on file and distributed as appropriate to other potential subrecipients or interested parties.

30. Indirect Cost (IDC):

Funds recovered as Indirect Cost (IDC) must be used to support the activities of the grant project. Agencies approved to receive IDC reimbursement will need to submit a plan for how they intend on using the recovered funds reimbursed as IDC under the grant prior to the first Request For Payment submission. Plans will be reviewed by DCVAG Grants Management staff and expenses will be audited during the project year.

If your agency has received approval for Indirect Cost (IDC), all funds reimbursed for IDC must be used for the grant program for allowable cost items as outlined in the Federal Guidelines. Grant funds are prohibited for use as Executive Director compensation and Board Members compensation as well as fundraising, lobbying, and all other unallowable activities as outlined in Federal Guidelines. Agencies that receive IDC as reimbursement will be required to provide financial records to account for the IDC revenue and expenses of the IDC when requested by the SFA (State Funding Agency) via desk monitoring or on-site monitoring visits. All records pertaining to IDC recovery and expense must comply with the grant retention period as outlined in Grant Term and Condition No. 24 located in pages 17-26 of the grant.

- 31. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 32. Executive Order 13279, Executive Order 13559, and the U.S. Department of Justice's (USDOJ) regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibit recipients from using USDOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Therefore, programs or activities that are considered inherently (or explicitly) religious activities are not allowable for grant funding. In addition the USDOJ has determined that twelve-step recovery programs are considered inherently (or explicitly) religious activities under federal civil rights laws. A document containing Frequently Asked Questions (FAQ) has been developed to provide guidance for State Administering Agencies and sub-recipients implementing USDOJ financial assistance on the conditions under which they may offer twelve-step recovery programs consistent

with federal civil rights laws as part of the services that they provide. The FAQ may be found on the OJP's Office for Civil Rights' website at www.ojp.usdoj.gov/about/offices/ocr.htm. If you have any questions, please contact the Office for Civil Rights at (202) 307-0690.

- 33. All subrecipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act (FFATA) of 2006, will be required to report award information on any awards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.
- 34. The recipient must promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail.

address: Office of the Inspector General

U.S. Department of Justice Investigations Division

950 Pennsylvania Avenue, N.W.

Room 4706

Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

fax: (202) 616-9881

Additional information is available from the USDOJ OIG website at www.usdoj.gov/oig.

- 35. The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of USDOJ. Before entering into a contract with a vendor, check sams.gov for vendor status.
- 36. Please be advised that the Office for Victims of Crime (OVC) now requires online reporting for agencies receiving VOCA funds using the OVCPMT website at https://www.ovcpmt.org. Each agency will aggregate any program activities funded with VOCA funds and report once per quarter for the agency. The reports are due on January 30, April 30, July 31, and October 31. The agency's application-designated Project Director will be the point-of-contact for the agency's OVCPMT reporting. The Project Director will create an account and login. A data collection tool is available from the VOCA Program staff. A final narrative component is included in the final quarter report. Failure to submit any required report in a timely manner will result in a delay in reimbursements.
- 37. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subrecipients will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

- 38. Please provide a copy of your agency's Vehicle Use Policy. VOCA-funded vehicles must be classified as a mini-van, and must be used singly and exclusively for direct services to victims of crime. Activities relating to a case, but not directly providing services to victims are not allowable. The agency is responsible for ensuring full compliance with child-safety laws, as well as maintaining responsible use in other activities. The vehicle must be used only for its stated purpose for the life of the vehicle (five years or 150,000 miles) following the project description in the application to provide direct services to victims of crime. Unauthorized use of the vehicle could result in forfeiture of the vehicle and/or full repayment of the original amount of the award. Use of the vehicle is to be recorded using provided mileage sheets or a comparable instrument clearly showing by trip the beginning odometer reading, the ending odometer reading, the driver's name, the date, and the purpose of the trip. These logs must be submitted as part of any monthly or quarterly reimbursement request during the grant project duration, and the logs will continue to be submitted to the Department of Crime Victim Assistance Grants for review on a quarterly basis for the full amount of time the vehicle is in service. Disposal of the vehicle in any manner must have prior approval. Submission of mileage may be in electronic format.
- 39. If your agency intends to request a match waiver for VOCA funds, please submit the request and supporting information on your agency's letterhead including all match waiver forms included in this mailing by October 18, 2017, or bring them to the Implementation Workshop (invitation enclosed in this mailing). Please be aware that match waiver requests are not guaranteed. Any funds expended by your agency require 20% match, and your agency is responsible for the full 20% match requirement unless a match waiver is granted by the Office for Victims of Crime in the U.S. Department of Justice.

STATE OF SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT APPLICATION

| VICTIMS | OF CRIME ACT GRANT APPLICATION |
|--|---|
| FOR STA | TE FUNDING AGENCY (SFA) USE ONLY |
| Grant # | |
| App # [| AV17009 |
| Award Date: | |
| Prior Grant #1 | |
| #2[| |
| #3 [| |
| Federal Fiscal Year: | |
| Fund Year: | |
| Program Area: | |
| To | Be Completed by Project Director |
| Section 1 | |
| County Name: | 10 - CHARLESTON ✓ |
| Other county/counties this project will serve: | 06 - BERKELEY |
| Section 2 | |
| . Grant Period: | 12 Months 0 1 20 7 - 9 30 20 8 |
| Begin: 1 | 0/1/2017 |
| End: S | 0/30/2018 |
| Section 3 | |
| | amily Violence Unit Capacity Building |
| Section 4 | |
| Project Summary (max. 300 characters): | This project would continue support of the Family Violence Unit's previously-funded Elder Victim Advocate and Resource Coordinator. |
| Section 5 Type of Application | |
| , | Continuation V |
| b. Year of Funds : | |
| Other:(Specify) | |
| | Reimbursable V |
| Section 6 | |
| a. Organization Type : [| City |
| Other:(Specify) | |
| b. U. S. Congressional District 0 | 1,06 |

| * | | | | | | |
|---|----------------------------|-------------------------------|---------------------------|--|--|--|
| Section 7 | | | | | | |
| Agency DUNS number* (fedgov.dnb.com/webform | 077990786 | | | | | |
| Has your agency registered with Centra Contractor Registration (CCR)? | * Yes | | | | | |
| (www.sam.gov | • | (CCR) handbook click here | <u>.</u> | | | |
| 1 of Jenna | Oontractor Negistration | (CCIX) Hallubook Click Hele | ;, | | | |
| * This data is not required to submit this project is awarded. | application but will becom | e necessary for federal repor | ting requirements if this | | | |
| FEIN | : 57-6000226 | | | | | |
| FEIN | : | | <u> </u> | | | |
| Agency Name | Charleston Police Depart | ment | | | | |
| Address | Address 180 Lockwood Drive | | | | | |
| City | Charleston | | | | | |
| State | South Carolina | | | | | |
| (Please use the Name/Address above instead of this field) Name and Address of Implementing Agency | | | | | | |
| 10 Digit Zip | 24903-5152 | | | | | |
| (Area) Phone #: 843-720-3782 | | | | | | |
| (Area) Fax # | 843-579-7518 | | | | | |
| COMPLETE PA | GES 2&3 BEFORE C | OMPLETING THIS SE | CTION | | | |
| Section 8 BUDGET | | | - 11-211 | | | |
| Use whole dollars only (For example: \$1 | ,500 not \$1,500.00) | | | | | |
| a. BUDGET CATEGORIES | GRANTOR | AGENCY MATCH | TOTAL | | | |
| Personnel | \$83,592 84120 | \$ 20,897 2 (03) | \$104,489 05 58 | | | |
| Contractual Services | \$0 | \$0 | \$0 | | | |
| Travel | \$3,638 | \$910 | \$4,548 | | | |
| Equipment | \$0 | \$0 | \$0 | | | |
| Renovation/Construction | N/A | N/A | N/A | | | |
| Other | \$7,164 | \$1,791 | \$8,955 | | | |
| TOTAL: | \$94,394 94978 | \$23,598 23733 | \$117,992 800 | | | |
| b. PERCENTAGE | 80% | 20% | 100% | | | |
| Section 9 APPROPRIATION OF NON-GRANTOR MATCHING FUNDS | | | | | | |
| Other (Explain): | | | | | | |

| WHOLE DOLLARS ONLY | BUD | GET DE | SCRIPTION | | | Page 2 |
|---|---------------|--------------|----------------------|----------------------|----------|------------|
| MATCHING FUNDS | | | | | | |
| CATEGORIES | | | GRANTOR | CASH | IN-KIND | TOTAL |
| PERSONNEL SALARIES | % of Time | | | | | |
| Position Title | On Project | Quantity | | | | |
| Elder Victim Advocate | 100 | 1 | \$27,162 | \$6,790 | \$0 | \$33,952 |
| Resource Specialist | 100 | 1 | \$29,106 | \$2,276 121 | \$0 | \$36,38236 |
| | TOTAL | L SALARIES: | \$56,268 | \$14,066 | \$0 | \$70,334 |
| EMPLOYED CONTRIBUTIONS (F.) | | | | 14067 | | 70335 |
| EMPLOYER CONTRIBUTIONS (Fringe | Benefits) | | | | | |
| Social Security & Medicare (FICA) | | | \$4,5904309 | \$1,148 0716 | \$0 | \$5,738 5 |
| Retirement | | | \$8,288 | \$2,072 | \$0 | \$10,360 |
| Worker's Compensation Insurance | | | \$2,083 | \$521 | \$0 | \$2,604 |
| Jnemployment Insurance (on first \$7,000 only) | | | \$72 | \$18 | \$0 | \$90 |
| Health Insurance | | | \$12,581 | \$3,145 | \$0 | \$15,726 |
| Dental Insurance | | | \$333 | \$83 | \$0 | \$416 |
| Pre-Retirement Death Benefit | | | \$82 | \$2021 | \$0 | \$102 103 |
| Accident Death Benefit (Police Officers) | | | \$0 | \$0 | \$0 | \$0 |
| Other Employer Contributions (Itemize) | | | \$114 | \$29 | \$0 | \$143 |
| TOTAL EMPLOYER CONTRIBUTIONS: | : | 27858 | \$27,324 | \$6,831/9/15 | \$0 | \$37,155 |
| | TOTAL P | ERSONNEL: | \$& 3,592 | \$2 0,897 | \$0 | \$104,489 |
| | | | -84 DU | 21032 | | 105158 |
| CONTRACTUAL SERVICES: Itemize - DO NOT include professional fees for c | lastara navak | ologista - | 4- \ | | | |
| Total De West Missians professional fees for C | | iologists, e | | | <u> </u> | <u> </u> |
| TOTAL | CONTRACTUAL | | \$0 | \$0 | \$0 | \$0 |
| | CONTRACTUAL | . SERVICES | \$0 | \$0 | \$0 | \$0 |
| RAVEL: | | | | | | |
| temize-include mileage, airline cost, lodging, per | diem, parkin | g, car rent | al) | | | |
| Airfare (2 Roundtrip) | | | \$1,040 | \$260 | \$0 | \$1,300 |
| Lodging | | | | \$533 | \$0 | \$2,664 |
| Per Diem | | | | \$77 | \$0 | \$384 |
| Ground Transportation | | -J . | | \$40 | \$0 | \$200 |
| | | J . | | \$910 | \$0 | \$4,548 |

| USE WHOLE DOLLARS ONLY | BUDGET DESCRIPTION | | | Page 3 | | | | |
|--|--------------------|---------|---------|---------|--|--|--|--|
| · | MATCHING FUNDS | | | | | | | |
| CATEGORIES | GRANTOR | CASH | IN-KIND | TOTAL | | | | |
| EQUIPMENT (\$1,000 or more per Unit): | | | | | | | | |
| (Itemize - DO NOT USE BRAND NAME Also, DO NOT include leased or rented item | - | | | | | | | |
| TIEM QUANTITY | 7 | T [| | · | | | | |
| TOTAL FOLUDATION | \$0 | \$0 | \$0 | \$0 | | | | |
| TOTAL EQUIPMENT | : \$0 | \$0 | \$0 | \$0 | | | | |
| RENOVATIONS/CONSTRUCTION: (Describe) TOTAL RENOVATIONS/CONSTRUCTIONS: N/A N/A N/A N/A | | | | | | | | |
| Other (Itemize) | | | | | | | | |
| Remote Handset Lifter & Wireless Headset (7 Count) | \$1,070 | \$267 | \$0 | \$1,337 | | | | |
| Corporate Membership-American Society on Aging | \$522 | \$130 | \$0 | \$652 | | | | |
| Corporate Membership-Nat. Aging in Place Council | \$300 | \$75 | \$0 | \$375 | | | | |
| Registration-NOVA (2 Count) | \$1,040 | \$260 | \$0 | \$1,300 | | | | |
| Annual Cellular Service (1 Advocate) | \$874 | \$219 | \$0 | \$1,093 | | | | |
| VAMSNET Software | \$3,358 | \$840 | \$0 | \$4,198 | | | | |
| TOTAL OTHER: | \$7,164 | \$1,791 | \$0 | \$8,955 | | | | |

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BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

1) Personnel:

Victim Advocate

Funds cover the salary projections for the Elder Victim Advocate at the Grade 10 payscale at 100% level of effort. The individual would be located in the Family Violence Unit.

Victim Advocate Resource Specialist

Funds cover the salary projections for a Resource Coordinator at the Grade 10 payscale at 100% level of effort. The individual would be located in the Family Violence Unit.

2) Fringe Benefits:

Fringe benefits are based on the salary estimate describe above. Benefits include FICA, civilian retirement, workers compensation, health/dental benefits, unemployment compensation, and a combined life and disability fringe. This list represents the standard benefit package for all civilian employees at the City.

3) Travel:

Lodging

Funds are budgeted to lodge both the Resource Coordinator and Elder Victim Advocate for 6 nights. The \$222 nightly estimate is based on 2017 GSA rates for Chicago, IL.

Airfare

Funds are budgeted to purchase 2 roundtrip tickets to the conference. Airfare estimates include tax and checked bag fee.

Per Diem

Funds are budgeted for the Resource Coordinator and Elder Victim Advocate based on the SC 2017 Out-of-State daily maximum (\$32/day) for 6 days each.

Ground Transportation

Funds are budgeted at \$100 per person for the Resource Coordinator and Elder Victim Advocate. This would cover fees such as airport parking, taxis, and other transportation needs.

4) Other:

VAMSNET Software

Funds are budget to support the 1st installation costs associated with VAMSNET software. The advocates track their case files on a regular basis. However, the level of reporting and case volume now merits a tracking system for all victim advocates and for the resource specialist.

Telephone Headsets

Funds are budget to purchase 7 headsets to outfit the Family Violence Unit (FVU). The number of staff members is increasing and thus, the volume in the FVU is growing. The 7 sets would go to the 4 victim advocates, 1 resource

specialist, 1 on-site clinician, and 1 volunteer. This would mitigate call noise and increase privacy.

Annual Cellular Service (Mobile Phone & Computer AirCard)

Funds are budget to support the cellular data costs associated with the Elder Victim Advocate's cell phone and computer data service. The City maintains a group contract for all telecommunication needs. Therefore, funding is required for up to 1 year of monthly reimbursement for these costs.

Corporate Membership 1-Year American Society on Aging

An annual membership would be purchased for the City of Charleston Police Department to gain access to webinars, member-only resources, and discounted conference registration.

Corporate Membership 1-Year SC Chapter for National Aging in Place Council

An annual membership would be purchased for the City of Charleston Police Department to gain access to webinars, member-only resources, and discounted conference registration. The SC Chapter consolidates all the elder care service providers in the area and is a useful platform for resource coordination and service promotion.

Registrations for National Organization for Victim Assistance

Funds are budgeted to register the Elder Advocate and Resource Coordinator 2018 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization trends and best practices.

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Teckle | enburg, Mayo | r | | | |
|--|--|------------------|----------------------|---------------------------------------|-------------------|--|
| FROM: | Keith Benjami | n | DEPT. | Dept. of Traffic a | nd Transportation | |
| SUBJECT: | INVITO & INVITO ONIVITORAL HOLD DISCULLIDIAME ONMISS | | | | | |
| REQUEST: | | | | | | |
| COMMITTEE | OF COUNCIL: | M&W | <u>N</u> DA | TE: Octob | er 10, 2017 | |
| COORDINA | TION: This reques | t has been coord | linated with: (attac | h all recommendat | ions/reviews) | |
| Corporate Counsel Cap. Proj. Cmte. Chair Traffic & Transportation Grants Manager X Signature of Individual Contacted Attachment X Traffic & Transportation X FUNDING: Was funding previously approved? Yes No X N/A | | | | | | |
| If yes, prov | ide the following: | Dept./Div. | | Account #: | | |
| Balance in | Account | Amo | unt needed for th | is item | | |
| Does this document need to be recorded at the RMC's Office? Yes No X NEED: Identify any critical time constraint(s). | | | | | | |
| The grant application is due October 16, 2017. | | | | | | |
| CFO's Signa | ture: | ny Wha | Am. | · · · · · · · · · · · · · · · · · · · | | |
| FISCAL IMP <i>I</i> Proposing C | ACT: ity match of \$1.5 | M from FY17 Ge | eneral Fund Res | erves | • | |
| Mayor's Signature: John J. Tecklenburg, Mayor | | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



John J. Tecklenburg Mayor

Randall Keith Benjamin, II Director

City of Charleston

South Carolina
Department of Traffic & Transportation

MEMORANDUM

TO: Mayor John J. Tecklenburg and City of Charleston Councilmembers FROM: Keith Benjamin, Director, Department of Traffic & Transportation

SUBJECT: 2017 TIGER Discretionary Grants Program

DATE: September 29, 2017

The City of Charleston's Traffic & Transportation Department is requesting pursuit of grant funding from the U.S. Department of Transportation's TIGER Discretionary Grants Program. The funding request is to design and build a shared use bicycle and pedestrian standalone bridge adjacent to the existing Ashley River Bridge for an estimated total project cost of \$18.225M.

This connection between West Ashley and the Peninsula is currently a part of every major planning effort at both the city and county level including the following:

- 1. "Century V Plan" (Comprehensive Plan)
- 2. "Plan West Ashley" (draft)
- 3. "West Ashley Greenway Master Plan"
- 4. "Walk+ Bike BCD" Plan

- 5. Charleston County Parks "People 2 Parks" Plan
- 6. BCD "Long Range Transportation Plan"
- 7. East Coast Greenway Route Map

With over 13,000 citizens and 1,406 area businesses within a 20-minute walk or bike distance from the bridge way this project connects our the most populated area of our city with the largest employment center in the region to the larger regional bicycle and pedestrian network. This includes the 2.5-mile West Ashley Bikeway and the now permitted Ashley River Walk.

In an effort to create safe and connected mobility while relieving congestion, this project provides multimodal access that will not reduce existing travel lanes or level of service on the Ashley River Bridges.

There are no personnel requests in this grant application and projects have until 2020 to be "shovel-ready." There is a 20% match requirement; however, competitive applicants of this grant traditionally have between 30-50% match. The City is seeking other public and private funding to help meet the match requirement and requests City Council's approval of \$1.5M from our General Fund Reserves, which would be budgeted for in the FY17 budget. (18.225M = Total Project Cost)

The application is due October 16, 2017 and while it is currently being drafted, it is not complete at this time. You are receiving this note because there is not another City Council meeting scheduled before the application due date.

Notification of the award will occur in mid-April. Please contact me at <u>benjamink@charleston-sc.gov</u> or (843) 720-1993 should you have any questions regarding the competition. Thank you for your ongoing support.

MARLON E. KIMPSON

SENATOR, CHARLESTON AND DORCHESTER COUNTIES SENATORIAL DISTRICT NO. 42

CHARLESTON COUNTY DELEGATION OFFICE P. O. BOX 190016 NORTH CHARLESTON, SOUTH CAROLINA 29419 TELEPHONE (843) 740-5855 FAX (843) 308-4794



COMMITTEES:
CORRECTIONS & PENOLOGY
JUDICIARY
MEDICAL AFFAIRS
RULES
TRANSPORTATION

OFFICE ADDRESS:
P.O. BOX 142
COLUMBIA, SOUTH CAROLINA 29202
TELEPHONE (803) 212-6132
FAX (803) 212-6299
EMAIL: MARLONKIMPSON@SCSENATE.GOV

October 4, 2017

The Honorable John Tecklenburg *and* Charleston City Council 80 Broad Street Charleston, SC 29401

Charleston County Council 4045 Bridge View Drive North Charleston, SC 29405

Dear Mayor Tecklenburg, Members of Charleston City Council, and Members of Charleston County Council:

It has come to my attention that staff from the City of Charleston and Charleston County have agreed it is prudent to submit an application for federal funds via the United States Department of Transportation's (USDOT) Transportation Investment Generating Economic Recovery (TIGER) program in order to secure grant money for a safe multiuse path across the Ashley River. This path would provide the long-overdue and much-needed bicycle and pedestrian access across the Ashley River, linking West Ashley and the Charleston peninsula. I firmly supports this grant application.

The Charleston region is overdue for an expedient and safe crossing of the Ashley River to be used by people on foot and on bicycles. The City of Charleston, Charleston County (and its Parks and Recreation Commission), and the State of South Carolina have made it a priority to establish a network of safe routes for pedestrians and bicyclists, for practical and recreational users, whether they are commuting, running errands, those taxpayers choosing to moderate their use of cars, or the religiously devout for whom use of automobiles on the Sabbath is off-limits. The USDOT "encourages bicycle and pedestrian accommodation on bridge projects including facilities on limited-access bridges with connections to streets and paths."

Residents of and visitors to the Greater Charleston area have embraced the example set by the bicycle and pedestrian accommodations on the Arthur Ravenel Jr. Bridge, making it a highly-visible and unique attraction for both sightseers, commuters and citizens seeking healthy exercise. The City of Charleston's Department of Planning, Preservation & Sustainability produced a well-

Mayor Tecklenburg Charleston City Council Charleston County Council October 4, 2017 Page 2

researched report asserting bicycle and pedestrian space on (or adjacent to) the Legare Bridge "will connect West Ashley to downtown. In addition to providing a safe and convenient crossing, the path will connect citizens to jobs without the use of a car, increase neighborhood desirability, improve retail business, bring increased tourism to West Ashley, and make Charleston a more attractive city for the next generation of innovative business owners and employees."

The Greater Charleston area has many unique and laudable attributes, but increasingly, livability and a healthy community are at risk for lagging behind the best standards nationally. When it comes to a city's livability, evaluating transportation options is a key variable. Data clearly show that biking, whether for commuting, exercise or fun, is on the rise in many communities, and is becoming a norm in cities of all sizes. Over the course of the past few years, Charleston has experienced a large increase in bicycle commuters; however, getting across major thoroughfares such as bridges, remains a problem. The current lack of a safe crossing over the Ashley River for a Battery2Beach Route, linkage to the West Ashley Greenway, the East Coast Greenway, to downtown Charleston and to a multitude of neighborhood remains a critical gap in connectivity for such people on foot and on bicycles, forcing many to use substandard and unsafe routes.

The Charleston technology sector's regional economic growth relies on a community that offers safe multi-modal transit. Innovative companies cannot attract the best without providing the best, including proper biking, walking, and mass transit routes. If Charleston is not proactively investing in the quality of life for its citizens, we will lag behind. Most important to quality of life improvement is equitable transportation opportunities, and the number of serious injuries impacting people biking across the Legare Bridge continues to rise.

In sum, I fully support the City of Charleston moving forward with a TIGER grant application to achieve safe crossing for all users across the Ashley River

Respectfully

Marløn Kimpson

SC State Senator, District 42

Cc: Keith Benjamin, Director of Traffic and Transportation for the City of Charleston Christy Hall, SCDOT, Secretary of Transportation



October 3, 2017

The Honorable John Tecklenburg *and* Charleston City Council 80 Broad Street Charleston, SC 29401

Charleston County Council 4045 Bridge View Drive North Charleston, SC 29405

Dear Mayor Tecklenburg, Members of Charleston City Council, and Members of Charleston County Council:

It has come to our attention that staff from the City of Charleston and Charleston County have agreed it is prudent to submit an application for federal funds via the United States Department of Transportation's (USDOT) Transportation Investment Generating Economic Recovery (TIGER) program in order to secure grant money for a safe multiuse path across the Ashley River. This path would provide the long-overdue and much-needed bicycle and pedestrian access across the Ashley River, linking West Ashley and the Charleston peninsula. On behalf of our 350 members and 14,000 activists, Charleston Moves firmly supports this grant application.

The Charleston region is overdue for an expedient and safe crossing of the Ashley River to be used by people on foot and on bicycles. The City of Charleston, Charleston County (and its Parks and Recreation Commission), and the State of South Carolina have made it a priority to establish a network of safe routes for pedestrians and bicyclists, for practical and recreational users, whether they are commuting, running errands, those taxpayers choosing to moderate their use of cars, or the religiously devout for whom use of automobiles on the Sabbath is off-limits. The USDOT "encourages bicycle and pedestrian accommodation on bridge projects including facilities on limited-access bridges with connections to streets and paths."

Residents of and visitors to the Greater Charleston area have embraced the example set by the bicycle and pedestrian accommodations on the Arthur Ravenel Jr. Bridge, making it a highly-visible and unique attraction for both sightseers, commuters and citizens seeking healthy exercise. The City of Charleston's Department of Planning, Preservation & Sustainability produced a well-researched report asserting bicycle and pedestrian space on (or adjacent to) the Legare Bridge

"will connect West Ashley to downtown. In addition to providing a safe and convenient crossing, the path will connect citizens to jobs without the use of a car, increase neighborhood desirability, improve retail business, bring increased tourism to West Ashley, and make Charleston a more attractive city for the next generation of innovative business owners and employees."

The Greater Charleston area has many unique and laudable attributes, but increasingly, livability and a healthy community are at risk for lagging behind the best standards nationally. When it comes to a city's livability, evaluating transportation options is a key variable. Data clearly show that biking, whether for commuting, exercise or fun, is on the rise in many communities, and is becoming a norm in cities of all sizes. Over the course of the past few years, Charleston has experienced a large increase in bicycle commuters; however, getting across major thoroughfares such as bridges, remains a problem. The current lack of a safe crossing over the Ashley River for a Battery2Beach Route, linkage to the West Ashley Greenway, the East Coast Greenway, to downtown Charleston and to a multitude of neighborhood remains a critical gap in connectivity for such people on foot and on bicycles, forcing many to use substandard and unsafe routes.

The Charleston technology sector's regional economic growth relies on a community that offers safe multi-modal transit. Innovative companies cannot attract the best without providing the best, including proper biking, walking, and mass transit routes. If Charleston is not proactively investing in the quality of life for its citizens, we will lag behind. Most important to quality of life improvement is equitable transportation opportunities, and the number of serious injuries impacting people biking across the Legare Bridge continues to rise.

Charleston Moves heartily supports the City of Charleston moving forward with a TIGER grant application to achieve safe crossing for all users across the Ashley River. It is critical to expeditiously install a safe and connected route, benefitting the most constituents possible, for people on bikes and on foot to cross the Ashley River.

Respectfully,

Katie Zimmerman Executive Director

Morin 8

Charleston Moves



October 2, 2017

The Honorable John Tecklenburg Mayor, City of Charleston 80 Broad Street Charleston, SC 29401

Charleston City Council 80 Broad St. Charleston, SC 29401

Charleston County Council 4045 Bridge View Drive North Charleston, SC 29405

Dear Mayor Tecklenburg, Members of Charleston City Council, and Members of Charleston County Council:

The Charleston Area Convention & Visitors Bureau wishes to confirm its support for the USDOT Transportation Investment Generating Economic Recovery (TIGER) grant application to secure grant money for a multi-use path on or adjacent to the Legare Bridge. This path would provide much-needed bicycle and pedestrian access across the Ashley River, linking West Ashley and the Charleston peninsula. This path is necessary for safe crossing of the Ashley River by people on foot and on bicycles.

According to the City of Charleston's Department of Planning, Preservation & Sustainability, providing this access across the Legare Bridge "...will connect citizens to jobs without the use of a car, increase neighborhood desirability, improve retail business, bring increased tourism to West Ashley, and make Charleston a more attractive city for the next generation of innovative business owners and employees."

The Charleston Area Convention & Visitors Bureau supports the City of Charleston moving forward with a TIGER grant application to achieve safe crossing for all users of the Legare Bridge.

Respectfully,

Helen T. Hill

ele 2 Sièce

CEO

COMMITTEE / COUNCIL AGENDA

8.

| TO: | John J. Teckleni | ourg, Mayor | | | | | | | | |
|--|--|---------------------|--------------------------|--|--|--|--|--|--|--|
| FROM: | Jennifer Gorhan | า | DEPT. | MOCYF | | | | | | |
| SUBJECT: | MAYOR'S OFFICE FOR C | - | FAMILIES - YOUT | TH SERVICE AMERICA - WE STAND | | | | | | |
| REQUEST: | To approve a gr | ant application t | o receive u | p to \$1,000 to engage a | | | | | | |
| | minimum of 50 youth throughout the Charleston Community to | | | | | | | | | |
| | create emergency flood kits for the vulnerable population. | | | | | | | | | |
| COMMITTER | E OF COUNCIL: | W&M | DATE: | October 2, 2017 | | | | | | |
| COORDINA | TION: This request h | as been coordinated | with: <i>(attach all</i> | recommendations/reviews) | | | | | | |
| Corporate Cap. Proj. Executive Grants Ma | Cmte. Chair Director Inager | N/A Signate | Indy of Individual | Al Contacted Attachment | | | | | | |
| | rac randing provide | acij appievou. | / L | | | | | | | |
| If yes, provid | de the following: | Dept./Div.: | | Account #: | | | | | | |
| Balance in A | Account | Amount need | ed for this item | ١ | | | | | | |
| NEED: Ide | entify any critical time | constraint(s). | | Yes No | | | | | | |
| CFO's Signa | | my Whar | m | | | | | | | |
| FISCAL IMP | | my so jew, | | | | | | | | |
| | ch required. | | | | | | | | | |
| Mayor's Sig | nature: | John J | . Tecklenburg | g, Mayor | | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

JOHN J. TECKLENBURG
Mayor

MINDY STURM
Executive Director



JENNIFER GORHAM
Coordinator
Division of Youth Programs

JAMIE ROPER Coordinator Senior Support Services

MARIAN WISCHERATH
Division Secretary

City of Charleston South Carolina Mayor's Office for Children, Youth and Families

MEMORANDUM

To: Jennifer Cook, Assistant Clerk of Council

From: Jennifer Gorham, Youth Programs Coordinator

Subject: Youth Service America – We Stand Strong Against Disasters Grant

Date: 21 September 2017

The City of Charleston's Mayor's Office for Children, Youth and Families – Youth Programs Division is applying for a Youth Service America – We Stand Strong Against Disasters Grant for up to \$1,000. Due to time constraints this grant was submitted on September 20, 2017.

The purpose of the funding is to provide the Mayor's Office for Children, Youth and Families with funds to create emergency flood kits for the vulnerable population in Charleston. The Mayor's Office for Children, Youth and Families will partner with the Emergency Management Division's AmeriCorps VISTA member to research needed supplies and identify the target population for the kits to be distributed appropriately.

The Mayor's Office for Children, Youth and Families partnered with the Emergency Management Division's AmeriCorps VISTA during the 2017 Summer Service-Learning Institute to create personal disaster preparedness kits for each youth member. The funding will enable more kits to be distributed to a wider population in need. Should you have any questions regarding this application, please email me at <gorhamj@charleston-sc.gov>.



We Stand Strong Against Disasters Awards

As the nation responds to Hurricanes Harvey and Irma as well as the wildfires in the Western U.S., YSA will recognize young people who are standing strong against disasters.

We're looking for creative and innovative ideas from youth who are providing immediate relief to those affected by recent disasters, supporting long-term recovery and rebuilding efforts, and helping prepare their own communities for disasters.

The best ideas will be shared by YSA for others to support or replicate in their own communities.

Awards of \$250, \$500, and \$1,000 will be awarded in each of three categories:

- Disaster Relief
- Disaster Recovery & Rebuilding
- Disaster Preparedness

All youth, ages 5-25, in the United States are eligible to apply. Nonprofits, K-12 schools, colleges/universities, faith-based organizations, and local government organizations are also eligible to apply on behalf of a youth-led project.

Applications will be accepted until Wednesday, September 20 at 5 PM Eastern time.

YSA empowers youth to #LeadASAP through Awareness, Service, Advocacy, and Philanthropy.

Awareness: Youth stand strong when they raise awareness, sharing information and teaching others to positively change behaviors.

Service: Youth stand strong when they serve their community, using their creativity, time, and talent to directly meet community needs.

Advocacy: Youth stand strong when they advocate for a better world, speaking out and joining others to influence policy makers to change policies and laws.

Philanthropy: Youth stand strong when they are philanthropic, collecting and donating financial and in-kind resources.

| Name * Jennifer Gorham |
|---|
| E-mail Address * gorhami@charleston-sc.gov |
| Age * 28 |
| Phone Number * 843-965-4190 |
| Organization or School Name City of Charleston's Mayor's Office for Children, Youth and Families |
| Street Address * 75 Calhoun Street, Suite 3700 |
| City * Charleston |
| State * South Carolina |
| Zip * 29401 |
| 1. Which disaster are you standing strong against? * Other (Specify in project description.) |
| 2. How are you standing strong against disasters? * Preparedness |
| 3. Which #LeadASAP action strategy best describes your response? * Awareness: Youth stand strong when they raise awareness, sharing information and |
| teaching others to positively change behaviors. |
| Service: Youth stand strong when they serve their community, using their creativity, time, |
| and talent to directly meet community needs. |
| Advocacy: Youth stand strong when they advocate for a better world, speaking out and joining others to influence policy makers to change policies and laws, especially when they affect young people. |
| Philanthropy: Youth stand strong when they are philanthropic, collecting and donating financial and in-kind support. Check one or more than one strategy. |

4. Project Name *

Enter a title for your submission
Flood Safety: Emergency Flood Kits Creation

5. Please describe your project idea. *

Tell us about the who, what, when, where, why, and how of your project. Include information about any work you've already done or existing programs/organization you're building on with your project. (5-10 sentences)

The City of Charleston's Mayor's Office for Children, Youth and Families (MOCYF) will partner with the Emergency Management Division's AmeriCorps VISTA to create emergency flood kits for the vulnerable population in our city. Members of the City of Charleston's Mayor's Youth Commission (MYC) as well as members of Youth Volunteer Corps (YVC) of Charleston will advertise, spearhead, and implement this project with the guidance of the MOCYF's youth programs coordinator.

The MYC group works to identify and address issues youth face and create an entire Youth Summit geared around those issues. One workshop they have identified for their 2018 Youth Summit will be environmental issues and sustainability. Charleston experiences flooding and it is difficult to drain our city because we are surrounded by water, situated next to the Atlantic Ocean, and only a few feet above sea level. With that being said, Charleston residents can experience flooding after a heavy rain or sometimes even during high tide. The YVC of Charleston group addresses community needs through service-learning and volunteerism throughout the year and will be incorporated into this project. Youth members will work with members from the MYC group to advertise and implement this project.

Grant funds will be used to purchase items in order to create the flood kits. In each kit we will strive to include as many basic supplies such as: a blanket, first aid supplies, maps, non-perishable food, a rain poncho, and water.

During the YVC of Charleston Summer Service-Learning Institute the MOCYF partnered with the Emergency Management Division's AmeriCorps VISTA to create basic disaster kits for youth members to take home in the event of a disaster. With this future opportunity youth will be offered the chance to create similar kits as theirs but will be able to donate them to the vulnerable population in Charleston.

6. How many youth will be involved? *
How many youth will be involved as volunteers in this project/program?

7. Video Upload *

50

Acceptable file types: mp4, mov, avi, mpg, 3gp, flv, webm, wmv, mkv, m4v.

Grant_Video.mov Attached REMOVE FILE
Mov

8. How would you use the award funding if your project receives one of the awards? *

We're not looking for a detailed budget... share a couple of thoughts about what you'd spend the award money on.

Grant funds will be used to purchase items in order to create the flood kits. In each kit we will strive to include as many basic supplies such as: a blanket, first aid supplies, maps, non-perishable food, a rain poncho, and water.



COMMITTEE / COUNCIL AGENDA

9.)

| TO: | John J. Tecklenbu | ırg, Mayor | | | | | | | |
|--|--|------------------|----------------------------|--------------------------|--|--|--|--|--|
| FROM: | Tracy McKee | | DEPT. | GIS | | | | | |
| SUBJECT: | GIS- MAYORS CH | ALLENGE | 100 | | | | | | |
| REQUEST: | To approve submission of an application to the 2017 Mayors Challenge grant program to fund innovative ideas to reduce the impacts flood events have on the disruption of our City. | | | | | | | | |
| COMMITTEE | OF COUNCIL: | M&W | DATE: | October 10, 2017 | | | | | |
| COORDINA | TION: This request has | been coordinated | with: <i>(attach all ı</i> | recommendations/reviews) | | | | | |
| Cap. Proj GIS Grants M FUNDING: | Yes e Counsel j. Cmte. Chair anager Was funding previo | | L | Account #: | | | | | |
| Balance in | Account | Amount nee | eded for this iter | n | | | | | |
| Does this document need to be recorded at the RMC's Office? Yes No χ NEED: Identify any critical time constraint(s). | | | | | | | | | |
| The grant application is due October 20, 2017. | | | | | | | | | |
| CFO's Signature: | | | | | | | | | |
| FISCAL IMP | ACT: match required. | | / | | | | | | |
| Mayor's Sigr | 11 | John & | . Tecklenburg, | Mayor | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



John J. Tecklenburg
Mayor

Tracy McKee
GIS Director

South Carolina

MEMORANDUM

TO:

Mayor John J. Tecklenburg and City of Charleston Councilmembers

FROM:

Tracy McKee, GIS Director

SUBJECT:

2017 Mayors Challenge

DATE:

October 2, 2017

The City of Charleston is requesting pursuit of grant funding from the Bloomberg Philanthropies 2017 Mayors Challenge grant program.

The Mayors Challenge is a nationwide ideas competition to help cities tackle an urgent challenge in an innovative way. Charleston was fortunate to be chosen to participate in an Accelerator Workshop facilitated by Bloomberg and designed to help strengthen idea development. There is a two-step application and award process. The grand prize winner will be awarded \$5M and four cities will each win \$1M to bring their ideas to life. Before the five winners are announced, 35 Champion Cities will be awarded up to \$100,000 to begin to bring their ideas to life and test and refine their ideas. Those 35 Champion Cities will complete a second application at a later date and compete against each other for the five top prizes.

This funding request is for an estimated total project cost of \$100,000, and the project we anticipate applying for is related to our urgent resiliency challenges, specifically to fund innovative ideas to reduce the impacts flood events have on the disruption of City functionality. The project is intended to have a broad scope to help Charleston adapt to increasing flood events so we can better live with water. The project aims to inspire Charleston to tackle resiliency challenges collectively as a community responsibility. It will bring greater awareness to the problem and increase communication and factual information disseminated to residents and visitors in an innovative way. The larger scale project could include infrastructure investments.

There are no personnel requests in this grant application. There is no match requirement.

The application is due October 20, 2017 and while it is currently being drafted, it is not complete at this time. You are receiving this note because there is not another City Council meeting scheduled before the application due date.

Notification of the Champion Cities award will occur in late January 2018. Please contact me at (843) 724-3769 or mckeet@charleston-sc.gov should you have any questions regarding the competition. Thank you for your ongoing support.

CPR COMMITTEE and/or COUNCIL AGENDA

| TO: | John J. Tecklenburg, Mayor | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| FROM: | Nate Yokoyama / Matt Frohlich DEPT. Parks - Capital Projects | | | | | | | |
| SUBJECT: | CITY PARKING GARAGE ENGINEERING STUDY PROFESSIONAL SERVICES CONTRACT | | | | | | | |
| REQUEST: | The approval of a Professional Service Contract in the amount of \$242,025.00 with ADC Engineering Specialist for an engineering study of the 12 City owned parking garages and one College of Charleston owned garage that is operated by the City. The study will include a comprehensive inspection of the condition of the structure, mechanical, electrical, plumbing and fire suppression components. The study will also include an architectural assessment of the existing conditions. The study will provide recommended repairs and a cost estimate for those repairs. | | | | | | | |
| COMMITTE | E OF COUNCIL: Ways & Means DATE: October 10, 2017 | | | | | | | |
| COORDINA | TION: This request has been coordinated with: (attach all recommendations/reviews) | | | | | | | |
| Corporate Capital Pr MBE Mana FUNDING: | ojects Director | | | | | | | |
| Balance in A | account \$250,000.00 Amount needed for this item \$242,025.00 | | | | | | | |
| | Project Number CP1706C entify any critical time constraint(s). | | | | | | | |
| CFO's Sign | | | | | | | | |
| expense of associated | MPACT: The approval of this Professional Services Contract will allow for the already existing budgeted funds from the 2017 Parking Fund for this study. Costs with College of Charleston owned garage will be reimbursed in the amount of plus any material testing or additional services if deemed necessary. | | | | | | | |
| Mayor's Sig | nature: ALA Dull John J. Tecklenburg, Mayor | | | | | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston Contract for Small Professional Services without construction management THIS CONTRACT, made this _____day of_____, 20_____ by and between The Owner: City of Charleston and the A/E: **ADC Engineering Specialists** Department of Parks 1226 Yeamans Hall Road 823 Meeting Street Hanahan, SC 29410 Charleston, SC 29403 WHEREAS the Owner requires the delivery of professional Engineering Services ("Work"), as a part of the City Parking Garage Engineering Study Project ("Project") as outlined in the Proposal for CP1706 City Parking Garage Engineering Study ("Service" or "Scope of Services"), dated August 22, 2017, prepared by ADC Engineering Specialist which is marked as Exhibit A and attached hereto as if fully written herein. CP1706C City Parking Garage Engineering Study (Project Number) (Project Name) WHEREAS, the A/E, whose SC professional license is 28(96., is prepared and qualified to provide such Services. NOW THEREFORE, the Owner and A/E agree to all of the following: The Services required herein are set forth in the attached EXHIBIT A, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. Services shall be performed and Payments for acceptable work shall be made in accordance with the following: **MILESTONE** SCHEDULE (Business Davs) PHASE FEE (%) Investigations 45 Days \$54,292.50 (28%)Draft Report 30 Days \$103,247.50 (42%)Owner Review 20 Days \$9,048.75 (5%)Final Report 30 Days \$30,336.25 (15%)**TOTAL** \$196,925.00 The **CONTRACT SUM** payable to the A/E shall be: Actual costs based on A/E's Hourly Rate & Reimbursable Schedule attached as Exhibit B, Not-to-Exceed. REIMBURSABLES: Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed...... \$ 45,100.00. Expenses included in Lump Sum IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

BY:

Professional Services Contract Revised 09/14/2017

OWNER: City of Charleston

John J. Tecklenburg, Mayor

BY:

Project Manager

ATTACHMENTS

- 1. Exhibit A ADC Engineering Proposal, dated August 22, 2017
- 2. Exhibit B A/E's Hourly Rate & Reimbursable Fee Schedule
- 3. Exhibit C Project Schedule

Terms and Conditions of the City of Charleston Professional Services Contract

ARTICLE 1 - GENERAL

- A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
- B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
- C. The A/E covenants with the Owner that he/she possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
- D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E'S RESPONSIBILITIES

- A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
- B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
- E. The A/E shall provide all Scope of Services using persons, including the staff of A/E's Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
- C. The A/E shall manage and coordinate the A/E's services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
- D. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- E. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
- F. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties based on projected time and expense for the additional services as outlined in Exhibit B or C.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
- C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.

ARTICLE 4 - ADDITIONAL CONSULTANTS

- A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 - LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY

- A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other Project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

ARTICLE 6 - DOCUMENTS

- A. At the completion of the Project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
- B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
- C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
- D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
- E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 - PAYMENTS

- A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursable Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
- D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
- E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh

Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract, including .

ARTICLE 9 - SUSPENSION AND TERMINATION

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.
- B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
- C. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
- D. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining Services shall be equitably adjusted.
- E. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all Work acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- F. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 - INSURANCE

- A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.
- B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

- A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
- D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 - ERRORS AND OMISSIONS

- A. Owner shall notify the A/E whenever the Owner believes the A/E's work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
- B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission.

Exhibit A

August 22, 2017

Via Email Page 1 of 5

Nate Yokoyama City of Charleston 823 Meeting Street Charleston, SC 29403

Subject: Proposal for CP1706C

City Parking Garage Engineering Study

Charleston, SC

ADC Project No. 17170

Dear Nate:

ADC Engineering, Inc. appreciates the opportunity to submit the following proposal for your consideration. ADC will provide project management, structural engineering, architectural, MEP, testing, and cost estimating services necessary to perform comprehensive inspections and evaluations of twelve of the City's owned parking garages and one College of Charleston owned parking garage as listed below in accordance with the City's Invitation for Professional Services, CP1706 City Parking Garage Engineering Study.

City of Charleston Garages to be inspected:

| | _ | • |
|------|---------------------|---------------------|
| | Aquarium | 24 Calhoun Street |
| 500 | Camden/Exchange | 35 John Street |
| | Charleston Place | 85 Hasell Street |
| | Concord/Cumberland | 1 Cumberland Street |
| 200 | East Pay/Prioleau | 25 Prioleau Street |
| | Gaillard Auditorium | 32 Alexander Street |
| | Majestic | 211 King Street |
| - | Marion Square | 399 King Street |
| | Midtown | 558 King Street |
| | 93 Queen | 93 Queen Street |
| 3300 | 34 Saint Philip | 34 St. Philip |
| | Wentworth | 81 Wentworth |
| | Visitor Center | 63 Ann Street |

Note: The Visitor Center parking garage only requires MEP, Architectural, and cost estimating services. Inspections and evaluations of the two stairwells at Visitor Center Garage and three stairwells at the Aquarium garage are excluded from our services.

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ADC PROJECT MANAGEMENT SCOPE OF SERVICE:

ADC Engineering will provide report preparation and management services for the City of Charleston parking garages listed below. ADC will compile reports, cost estimates and testing services (as needed), for each of the garages, from each of our consultants. ADC will provide this information to the City of Charleston in one report. The organization / format for this report will be agreed upon by the City and ADC prior to the start of the report process.

All observations by all team members will be of visible items. No demolition will be performed for observations. ADC expects that the Scope of Services will be performed by its own staff or by sub-consultants in the following manner.

ADC STRUCTURAL SCOPE OF SERVICE:

ADC Engineering will provide structural engineering services for the review of the City of Charleston parking garages. ADC will provide a written report outlining structural deficiencies / concerns observed in each of the parking garages listed below. Items to be observed by ADC Structural include but are not limited to the following items:

- ADC will review interior and exterior wall elements of each parking garage for structural deficiencies
- Cracks and spalling in horizontal concrete surfaces (parking decks)
- Cracks and spalling in vertical concrete surfaces (parking decks)
- Exposed beam condition
- Exposed steel conditions
- Exposed CMU conditions
- Exposed foundation condition (where accessible and/or readily visible)
- Condition of previous repairs
- Review of visible connections
- Joints
- Bearing pads

ROSENBLUM COE ARCHITECTS SCOPE OF SERVICE:

RCA will provide architectural existing conditions assessment (in format provided by ADC) of each garage:

- Exterior skin and sealant
- Signage
- ADA/toilets
- Components and cladding
- Elevators
- Stairs: railings, treads, risers, nosings, etc.
- Roof conditions
- Review lighting (interior and exterior) for condition and aesthetics. Electrical engineer will be responsible for assessment of light levels.

Review and recommend amount of total spaces vs total handicap parking spaces for each garage.

Not included in RCA's Scope of Work:

- Analysis of parking and/or ticket distribution equipment.
- Cost estimating shall be by others. RCA will review estimate and provide comments.

RMF ENGINEERING SCOPE OF SERVICE:

Facility Condition Assessment – An engineering assessment of existing parking garage utilities to determine the following:

- Current Condition
- Code Compliance
- Adequacy for the given situation
- Maintenance issues
- Other General Problems
- Replacement/Upgrade Recommendations
- General Recommendations

RMF ENGINEERING DETAILED SCOPE

The assessment team will not perform any destructive investigation of any type. Our assessment does not include hazardous materials investigation (lead based paint, PCB's, asbestos, etc), survey or sampling. RMF will not start or operate any equipment in the facility.

- Mechanical systems included in the assessment:
- HVAC: All air handling systems, hydronic systems (chilled, heating and condenser), pumps, heat exchangers, heat pumps, exhaust systems, fans, pumps, etc.
- Plumbing: Domestic water, storm, waste, and vent systems including domestic hot water production equipment.
- Fire Protection: Fire pumps, sprinkler systems.
- Electrical systems included in the assessment:
- Power: Electrical distribution system, panels, switchgear.
- Emergency Power: Emergency generators, transfer switches.
- Lighting: Interior and site. This includes recording the lighting level measurements on each level of each garage.
- Documentation
- We anticipate our deliverable to be a narrative per building.

MBP SCOPE OF SERVICE:

MBP will provide conceptual level cost estimate for the proposed repairs, and maintenance items, broken down by garage.

S&ME SCOPE OF SERVICE:

S&ME will be providing testing support on an as need basis.

FEES: The Total Fee for this work is \$242,025.00. Below is a detailed fee summary of our services and deliverables.

| Tota | ıls | by Disci | plli | ne | | | | | | | | | | | | |
|----------------------------|-----|------------------|------|-------------------|----|----------------------|----|------------|--------------|-----------|--------------|--|--------------------|-----------------------|----------|--|
| TASKS | | ADC Proj. Man | | ADC Structural | A | RCA architectural | | RMF MEP | | MBP 3 | | S&ME Testing | 1 to 10 | dd. Scope s Needed | | TOTALS |
| Parking Garages (Bulk) | \$ | 29,333.00 | \$ | 58,667.00 | \$ | 24,337.00 | S | 46,475.00 | \$ | 13,292.00 | 3/8 | | | | | |
| Investigations | S | 8,799.90 | s | 17,800,10 | 1 | 7,301.10 | | 13,942.50 | | | | | | | | |
| Draft Report | \$ | 14,666,50 | ş | 29,333,50 | - | 12,168,50 | _ | 23,237,50 | | 10,633,60 | | | 200 | | 1 | |
| Owner Review | \$ | 1,466.65 | | 2,933,35 | S | 1,216.85 | _ | 2,323,75 | | | | | 4000 | | | |
| Final Report | \$ | 4,399,95 | \$ | 8,800,05 | • | 3,650.55 | - | 6,971,25 | \$ | 2,658.40 | 888 | | \$1.67 (\$0.00) | | | |
| Wentworth Street PG | \$ | 2,667.00 | \$ | 5,333.00 | \$ | 2,213.00 | \$ | 4,225.00 | \$ | 1,208.00 | | | 38/19 | | | ······································ |
| Investigations | \$ | 800,10 | \$ | 1,599.90 | \$ | 663,90 | \$ | 1,267.50 | | | 392) 687/ | | | | | |
| Draft Report | \$ | 1,333,50 | 8 | 2,666.50 | \$ | 1,108.50 | \$ | 2,112.50 | \$ | 966.40 | | Singungi Lu | 2000 | | 1 | |
| Owner Review | \$ | 133,35 | 5 | 266.65 | S | 110.65 | \$ | 211,25 | (\$ | | | | | | ! | |
| Final Report | \$ | 400,05 | \$ | 799.95 | S | 331.95 | \$ | 633,75 | \$ | 241.60 | | | | 50140 SE 52 | | |
| Allowance for Testing | | | | | | | | | 6/65 6/65 | | S | 20,000.00 | | | | |
| Allowance for Addit Scope | | | | | | | ME | | | | 8.0 | | S | 20,000.00 | •••••• | |
| Subtotal | | | | | \$ | 26,550.00 | \$ | 50,700.00 | \$ | 14,500.00 | \$ | 20,000,00 | \$ | 20,000.00 | | |
| Overhead on subconsultants | | | | | \$ | 2,655,00 | \$ | 5,070,00 | \$ | 1,450.00 | \$ | 2,000.00 | \$ | 2,000,00 | | |
| Subtotal | \$ | 32,000.00 | \$ | 64,000.00 | \$ | 29,205.00 | \$ | 55,770.00 | \$ | 15,950.00 | \$ | 22,000.00 | \$ | 22,000,00 | \$ | 240,925,0 |
| Basic Expenses | \$ | 1,000.00 | \$ | • | \$ | | \$ | | \$ | | \$ | Salah Salah Salah Salah Pelakan Salah Salah Salah | s | | 1 | |
| Overhead on expenses | \$ | 100.00 | \$ | - | \$ | - | \$ | - | \$ | | \$ | | \$ | | - | |
| Subtotal | \$ | 1,100.00 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 1,100.0 |
| TOTALS | \$ | 33,100,00 | \$ | 64,000,00 | \$ | 29,205.00 | \$ | 55,770.00 | s | 15,950.00 | s | 22,000,00 | ŝ | 22.000.00 | s | 242.025.0 |

| FEE SUMMARY | | |
|----------------------------------|-----------|--------------|
| ADC Management | \$ | 32,000.00 |
| ADC Structural | \$ | 64,000.00 |
| RCA Architectural | \$ | 26,550.00 |
| RMF Engineering | \$ | 50,700.00 |
| MBP | \$ | 14,500.00 |
| Basic Expenses | \$ | 1,100.00 |
| Consultant Coordination Overhead | <u>\$</u> | 9,175.00 |
| Total | \$ | 198,025.00 |
| S&ME Testing Allowance | \$ | 20,000.00 |
| Additional Scope Allowance | \$ | 20,000.00 |
| Coordination Overhead | <u>\$</u> | <u>4,000</u> |
| Total | \$ | 44,000.00 |
| PROJECT TOTAL | \$ | 242,025.00 |

STRUCTURAL ENGINEERING SERVICES

Services other than those outlined in the Basic Services Scope will be provided as requested as an additional service. Unless agreed upon otherwise, additional services will be billed as hourly services in accordance with ADC Engineering's hourly rate schedule plus 1.1 times actual expenses.

Thank you for considering ADC Engineering, Inc. If you have any questions or comments, please do not hesitate to call.

Sincerely,

ADC Engineering, Inc.

Chris Gilger, P.E.

Structural Project Manager



Hourly Rates

A number of activities are difficult to clearly define as to complexity and probable time of involvement, therefore the fee structure in such situations shall be:

| Discipline | 2017 Rate (\$) / Hour* |
|--|---------------------------|
| Principal | 175 |
| Project Manager / Senior Structural Engineer | 160 |
| Structural Project Engineer | 140 |
| Senior BE / Roof / Waterproofing Consultant | 140 |
| BE / Roof / Waterproofing Consultant | 120 |
| BE / Roof Technician | 90 |
| Project Manager / Senior Civil Engineer | 155 |
| Project Engineer / Designer | 125 |
| Civil Technician | 90 |
| Construction Administration | 120 |
| Administration | 75 |

^{*}Plus expenses

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Construction Administration

Construction Administration services are typically defined for the specific project requirements. However, when these services are not clearly defined as to complexity and probable time of involvement, the fee structure in such situations shall be:

| Activity | 2017 Rate (\$) / activity* |
|---|-------------------------------|
| Conduct Construction Conferences / Meetings | 1,035 |
| Milestone Site Visits | 800 |
| Progress Site Visits | 685 |
| *Plus expenses | |

Expenses

In addition to the noted hourly rates, expenses will be billed at cost plus ten percent. Expenses may include renderings, reproduction, photography, delivery charges, permit/approval fees, travel, and subconsultant invoices:

| Activity | 2017 Rate (\$) / activity |
|----------|------------------------------|
| Mileage | \$0.535 / Mile |

Rosenblum Coe Architects Architectural Scope City of Charleston Parking Garages

HOURLY RATES 2017-2018

ROSENBLUM COE ARCHITECTS, INC.

| Steven H. Coe, AIA | \$225 per hour |
|------------------------------|-------------------|
| Senior Architect (Associate) | \$180 per hour |
| Staff Architects | \$135 per hour |
| Senior Intern | \$ 90 per hour |
| Interns | \$ 75-90 per hour |
| Clerical | \$ 65 per hour |

Rates will be subject to change at the beginning of the 2018 calendar year.

REIMBURSABLES

Reimbursables shall be the amount charged, normal and customary, plus 10%

RMF ENGINEERING MEP City of Charleston Parking Garages Hourly Fee Rates

| Principal | \$200.00 | Design Engineer | \$90.00 |
|------------------|----------|-------------------|---------|
| Associate | \$150.00 | Designer | \$75.00 |
| Project Manager | \$140.00 | CAD Technician | \$45.00 |
| Project Engineer | \$105.00 | Technical Support | \$60.00 |

MBP Carolinas Inc. Cost Estimate Rate schedule

MBP Carolinas, Inc. hourly rates for Cost Estimating Contract with ADC Engineering, Inc. for the City of Charleston Parking Garage Engineering Study.

| Position | Hourly Rate |
|------------------------|--------------------|
| Executive | \$250.00 |
| Senior Project Manager | \$180.00 |
| Project Manager | \$160.00 |
| Senior Consultant | \$140.00 |
| Lead Consultant | \$120.00 |
| Consultant | \$95.00 |
| Paraprofessional | \$65.00 |
| Administrative Support | \$50.00 |

Rates valid for twelve (12) months from date of contract execution.

S&ME, Inc. Fee Schedule

Mt. Pleasant, South Carolina

City of Charleston Parking Garage Study S&ME Proposal No. 35-1700325

| Tif. | eld Services | |
|------|---|-----------|
| A | Technician; per hour\$ | 85.00 |
| | Sampling for lead or asbestos, assisting in field with coring, etc. | 05.00 |
| В | - y | 100.00 |
| | Evaluations of metal/precast concrete connections | 100.00 |
| C | Ground Penetrating Radar (Subcontract to S&ME); per hour (4 hour minimum)\$ | 200.00 |
| | Detected reinforcing marked on slab/wall only (no report provided) | 200.00 |
| D | | 150.00 |
| E | | 15.00 |
| | Note: Overtime for all technician/NDT technician services is 1.5 x rate for hours in excess of 8 hours per day, Saturdays, Sundays, and 2 | '0 v |
| | rate for Holidays. Services are portal to portal from our Mt. Pleasant office. | x |
| | Rates assume access to test locations is provided by others. | |
| La | boratory Services | |
| Α | Concrete - Compressive Strength Testing of Cores; each | 50.00 |
| В | Petrographic Examination of Hardened Concrete (ASTM C856) - 1 sample (3 week turnaround); each\$ | 2,000.00 |
| С | Petrographic Examination of Hardened Concrete (ASTM C856) - 2-5 samples (4 week turnaround); each\$ | 1,650.00 |
| D | Petrographic Examination of Hardened Concrete (ASTM C856) - 6+ samples (4+ week turnaround); each\$ | 1,450.00 |
| E | Water-soluble Chloride Analysis of Concrete (ASTM C1218) - 3 point analysis; each\$ | 475.00 |
| | can be performed on same cores as used for petrographic examination (if requested); 4-inch diameter cores preferable | |
| | if performed with petrographic examination, 10% additional fee added for project management | |
| F | PLM Analysis (3 day turnaround); each\$ | 12.00 |
| G | TEM Analysis (3 day turnaround); each | 55.00 |
| | Petrographic examination and water-soluble chloride analysis performed by outside laboratory. | |
| PT | ofessional Services | |
| Α | Senior Professional/Principal; per hour | 175.00 |
| В | Project Manager; per hour\$ | 150.00 |
| C | Staff/Project Professional; per hour\$ | 95.00 |
| D | CAD Operator; per hour | 75.00 |
| Е | Administrative Support; per hour\$ | 60.00 |
| F | Trip Charge (mileage only); per trip\$ | 15.00 |
| Me | terials & Equipment | <i>**</i> |
| Α | XRF Direct Read Lead Testing Equipment; per day\$ | 250.00 |
| В | Miscellaneous supplies and equipment rental | |
| | | |

Exhibit C

memo

August 4, 2017

| to: | Nate Yokoyama | from: | Chris Gilger, PE |
|----------|----------------------|--------|--------------------------|
| company: | City of Charleston | title: | Project Manager |
| address: | 823 Meeting Street | tel: | 843-566-0161 |
| | Charleston, SC 29403 | eml: | markd@adcengineering.com |

subject: Charleston Parking Garages/Study

Proposed Project Duration

Charleston, SC

ADC Project No. 17170

The following project durations are in business days. These durations do not account for holidays within this time.

| • | Approved report format content and scope with City/Kick off and receive | existing |
|---|---|----------|
| | Parking Garage documents from City | 15 days |
| 0 | Review Garages | 30 days |
| 0 | Prepare draft report (consultants) | 10 days |
| 0 | Prepare draft report (ADC Management) | 5 days |
| • | Cost Estimate | 10 days |
| 0 | Prepare draft report for presentation to City | 5 days |
| 0 | City review and comments/meeting with consultants | 20 days |
| 0 | Incorporate comments (consultants) | 10 days |
| 9 | Incorporate consultants reports | 5 days |
| 0 | Final cost estimate | 10 days |
| • | Incorporate cost estimate, present final report to city | 5 days |
| | | |

If you have any questions or comments, please do not hesitate to contact me.

1226 YEAMANS HALL ROAD HANAHAN, SC 29410 843-566-0161 fax 843-566-0162 ADCENGINEERING.COM



CPR COMMITTEE and/or COUNCIL AGENDA

| TO: | John J. Tecklenbe | erg, Mayor | | | |
|---|--|---|---|---|--|
| FROM: | Tom Magee / Matt | Frohlich | DEPT. | Parks – Capita | al Projects |
| SUBJECT: | CHARLESTON PO | LICE DEPARTMENT CONTRACT | TEAM 4 OFFI | CE BUILDING RO | OOF OVERLAY |
| REQUEST | • • | Construction Contra 00 for an overlay of a ice Building. | | | |
| COMMITTE | EE OF COUNCIL: | Ways & Means | DATE | <u>October</u> | 10, 2017 |
| COORDINA | A <i>TION</i> : This reque: | st has been coordinated | d with: <i>(attach a</i> | II recommendation | s/reviews) |
| Corporat CPR Con MBE Mar | rojects Director e Counsel nmittee Chair nager | | Apry U | harron | ttachment |
| <u>FUNDING:</u> | Was funding pro | eviously approved? Y | es X No | N/A | J |
| If yes, prov | vide the following: | Dept/Div PARKS - | Capital Proje | cts | 51430-58240 |
| | | | Project Num | nber CI | P1525 |
| Balance in | Account \$44, | 200.00 Amount n | eeded for this | item \$44 | ,200.00 |
| NEED: lo | dentify any critical ti | ne constraint(s). | | | |
| CFO's Sigı | | | | | |
| total projec Council is a Projects-St (\$8,025.00). project con Bond (\$1,79 2017 Capit | t budget from \$2,28 approving the transf ructural Repairs (The remaining \$16 tingency. The func 50,000.00), 2015 Ger | val of Construction Co 3,707.18 to \$2,366,732. For in the amount of \$2 \$20,000.00) and 2013 ,175.00 for the Construction ling source for this property of the property of the property of the construction of | 18. With appro 28,025.00 to the 7 Facilities Nuction Contract 50ject is the 20 5522,584.00), 20 | oval of this Const e project budget f laintenance-Gene t will come from the 115 Installment Pu 117 Police Depart | ruction Contract, rom 2017 Capital ral Maintenance ne balance of the irchase Revenue ment (\$3,904.18), |
| Mayor's Si | gnature: | John | J. Tecklenber | rg, Mayor | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

CPD Team 4 Office Building (051430)

| | | | (05143) |) <u> </u> | | |
|--------------------------------|---|---------------------------------------|---|----------------------------|-------------------|---|
| CP1525 | | Approved Project Budget | Expenses To Date | Englimbrasses | Remaining Relence | NOTES |
| DEVELOPMENT | COSTS | Donger | Expenses to bute | Elizationalicas | Itemaning Salanee | NOTES |
| DEVELOPMENT Division/Object | 60818 | | | | | |
| 051430-53015 | Property Aquisition | \$1,302,961.00 | \$1,302,961.00 | \$0.00 | \$0,00 | |
| 051400-55015 | TOTAL DEVELOPMENT COSTS | \$1,302,861.00 | \$1,302,961.00 | \$0.00 | \$0.00 | |
| | 101/20011201100111 | 0110-210- | 411000 001100 | | 75.05 | • |
| DESIGN / ENGIN | EERING | | | | | |
| 051430-58238 | Architectual/Engineering Services | \$31,660.00 | | | | Walker Concepts Architecture, LLC |
| 051430-58238 | Fee Amendment #1 | \$15,500.00 | | | | |
| | Subtotal Design Contract | \$47,160.00 | \$47,093,89 | <u>\$66.11</u> | \$0.00 | |
| 051430-58238 | Survey services | \$1,600,00 | \$1,600.00 | \$0.00 | \$0.00 | MA Engineering - P134887 |
| 051430-58238 | Wetlands Delineation | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | Tidewater Environmental -P134888 |
| 051430-58238 | Construction Cost Estimating | \$1,800.00 | \$1,800.00 | \$0.00 | \$0.00 | Charleston Construction Consultants |
| 051430-58238 | Asbestos Survey | \$1,850,00 | \$1,850.00 | \$0.00 | \$0.00 | Trident Environmental - P144000 |
| 051430-58004 | Permitting | \$1,200.00 | \$0.00 | \$1,200,00 | \$0.00 | |
| 051430-58236 | Advertising | \$500.00 | \$398,35 | \$101,65 | \$0.00 | Chronicle - \$40 (P143190) & PR173978 & Poard |
| 051430-58016 | Printing | \$750.00 | \$980.16 | (\$210.16) | \$0.00 | Pcard |
| 051430-52020 | Building signage | \$2,400.00 | \$2,363.81 | \$36.19 | | Brooks Signs-P146829 |
| 051430-52020 | Signage - artwork | \$45.00 | \$45.00 | \$0.00 | | Peard |
| 051430-58238 | Relocation Expenses | \$0.00 | \$0.00 | \$0.00 | \$0.00 | CPD Operations Expense |
| | | | | | | |
| | TOTAL D/E COSTS | \$58,305.00 | \$57,111.21 | \$1,193.79 | \$0.00 | |
| | | | | | | |
| CONSTRUCTION | | | | | | 1 Marie de la constant |
| 051430-58240 | Construction (Building Renovation) | \$570,313,00 | | | | J. Musselman |
| 051430-58240 | Change Order#1 | \$33,321,00 | | | | interior changes |
| 051430-58240 | Change Order #2 | \$15,857,00 | | | | exterior changes (roof) |
| 051430-58240 | Change Order#3 | \$5,637.43 | APP4 004 00 | 470 400 50 | 40.00 | Interior changes |
| 051430-58240 | Subtotal Construction Contract | \$625,128.43 \$44,200.00 | \$551,691,90 | \$73,436.53 \$44,200.00 | \$0.00 | |
| 051430-58240 | Construction (Roof Overlay) Pre-Construction Demo | \$2,450.00 | <u>\$0,00 </u> | \$0.00 | | Coastal Reging Company, Inc. Marcinak Construction-P137744 |
| 051430-58240 | Video Management System | \$47,070.00 | \$47,070.00 | \$0.00 | | NexiGen Technologies - P146964 |
| 051430-58240 | IT Support Equipment | \$20,827,82 | \$20,834,03 | (\$6.21) | | Internetwork Services - P146366 |
| 051430-58240 | IT Cabeling | \$28,956,97 | \$28,961.47 | (\$4.50) | | South East Communications - P146377 |
| 051430-58240 | IT Wire Rack System | \$0.00 | \$0.00 | \$0.00 | | South East Communications - P |
| 051430-58240 | IT voice line for lobby / 25 pair feeder cable | \$1,224.69 | \$1,224.69 | \$0.00 | \$0,00 | |
| 051430-58240 | 3M Fire Pillow stopping for data lines | \$648.83 | \$0.00 | \$648.83 | | South East Communications - P147818 |
| 051430-58240 | CDW Gov'l | \$507.00 | \$506.85 | \$0.00 | | Pcard |
| 051430-52725 | 2 side by side 36" refigerators | \$0.00 | \$0.00 | \$0.00 | | Wholesale Appliance Center-P145248 |
| 051430-52725 | 2 refigerators | \$980.46 | \$980.46 | \$0.00 | | Poard |
| 051430-52725 | 27 window shade assemblies | \$6,426,15 | \$6,483.39 | (\$57.24) | | McWaters, Inc P145434 |
| 051430-52725 | FFE-Office Furniture & Equipment | \$108,236,33 | \$108,236.33 | \$0.00 | | McWaters, Inc P146566 |
| 051430-52725 | FFE - Lateral Filing Cabinets | \$3,904.18 | \$3,922,17 | (\$17.99) | | McWaters, IncP146010 |
| 051430- | FFE - Audio Visual Equipment | \$51,031.00 | \$49,598.47 | \$1,432.53 | | Smarter Systems-P147562 |
| 58015/52740 | • • | | | | | • |
| 051430-52740 | IT - PCs for Online Storage | \$3,718.81 | \$3,718.79 | \$0.00 | | Deli Online Store- P147540 |
| 051430-52740 | IT - Laplops | \$5,385.50 | \$0.00 | \$5,385.50 | | Deli Online Store - P148589 |
| 051430-52110 | Electricity | \$2,000.00 | \$3,096.97 | \$0.00 | | SCE&G (Journal Entries) |
| 051430-52100 | Water | \$560.00 | \$586.61 | \$0.00 | \$0,00 | CWS (Journal Entries) |
| | TOTAL CONCERNICTION CORTS | **** *** | \$000 000 40 | *102 984 04 | /en no | <u> </u> |
| | TOTAL CONSTRUCTION COSTS | \$953,256.17 | \$829,362.13 | \$123,894.04 | (\$0.00) | 1 |
| 051430-52940 | Contingency | \$2,210.01 | \$0.00 | \$0.00 | \$0,00 | |
| 25 (750-52870 | | | | | | |
| TOTAL PROJEC | T COSTS | \$2,316,732,18 | \$2,189,434.34 | \$127,297.84 | (\$0.00) | 1 |
| | | | | | | 1 100 - 1-00 - 100 |
| FUNDING SOUR | | | | | | |
| YEAR | SOURCE | AMOUNT | RECEIVED | | | |
| 2015 | General Fund Reserves | \$522,584.00 | \$0,00 | | | |
| 2016 | Installment Purchase Revenue Bond | \$1,750,000.00 | \$1,750,000.00 | | | Budget Transfeste seves EEE |
| 2017 | Police Department Facilities Maintenance - General Maintenace | \$3,804.18 | \$3,904.18 | | | Budget Transfer to cover FFE |
| 2017 | | \$8,025.00 | \$0.00 | | | Budget Transfer to cover portion of Roof Overlay |
| 2017 | Capital Projects - Structural Repairs TOTAL FUNDING | \$32,219.00 \$2,316,732.18 | \$12,219.00 \$1,766,123.18 | | | Budget Transfer to cover portion of COs / Roof Overlay |
| | 10 AC FOROMO | 72,010,132.16 | 41,100,120,15 | | | |
| PROJECT SUMA | MARY | · · · · · · · · · · · · · · · · · · · | | | | |
| L KOSECI SUM | AVAILABLE FUNDING | 2,316,732,18 | \$1,766,123.18 | | | |
| | FUNDING NEEDED | 2,316,732.18 | \$2,189,434,34 | | | |
| | PROJECT BALANCE | 0.00 | (\$423,311.16) | | | |
| | .,, | | 1-11-1111 | | | |

CP1525 - Team 4 Office Building Printed: 9/8/2017

City of Charleston **Short Form Small Construction Contract** PROJECTS \$000.00 TO \$100.000.00

| | T-2 | / | | | |
|---|--|--|-------------------------------------|---------------------|---|
| THIS CONTRAC | CT, made this | _ day of | , 20 | by and betwe | een: |
| The Owner: | City of Charleston Department of Pa 823 Meeting Stree Charleston, SC 29 | ırks et | and | the Contractor: | Coastal Roofing Company, INC. 2234 North Westchester Drive Charleston, SC 29414 |
| ARCHITECT EN | IGINEER – The A/E | of Record fo | or this Pro | ject is: <u>N/A</u> | |
| WHEREAS, the | Owner requires the | e constructio | n of the _l | oroject ("the Wor | k") identified as follows: |
| (Project Numbe Short I 50 mill Membra WHEREAS, the | one Roof. Includes Contractor, whose City requested serv | e) Project: Overl flashing all p e South Caroli | ay existir arapet w ina profe | alls and installing | Il roof with a Duro-Last 20 year PVC parapet cap flashing G10226 , is prepared and qualified ordance with the General Terms and |
| | HEREOF, THE PAR RITTEN ABOVE. | TIES HERET | O HAVE E | ENTERED INTO T | HIS CONTRACT ON THE DAY AND |
| OWNER: City | of Charleston | | CONT | RACTOR: | Al Restring a Tre |
| BY: John J. Mayor | . Tecklenburg | | | (Name of | of Contractor Representative) Contractor Representative) |

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

- a. THE EFFECTIVE DATE of this Contract shall be the date written above.
- b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
- c. THE DATE OF SUBSTANTIAL COMPLETION shall be **50** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
- d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.
- 2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:
 - a. THE CONTRACT SUM OF **Forty four thousand, two hundred dollars and no cents** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
 - b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **No Awarded Alternates**Not Applicable
- 3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of \$110/Day (\$110.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 - CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
 - 1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
 - 2. the Project Manual dated: August 1, 2017, Exhibit A
 - 3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
 - 4. Bid Addenda issued by the City: Numbers 1,2,3.
 - 5. the Contractor's completed Bid Form; Exhibit B

| all Change Orders and Change Directives; |
|--|
| N/A |
| |
| |
| |
| |

ARTICLE 2 - CONTRACTOR, OWNER, A/E PROVISIONS

- A. The Contractor warrants to the Owner that:
 - 1. it and its subcontractors (if any) are financially able to complete the Work;
 - 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
 - 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 - 4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contact; and,
 - 5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
- C. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

- not incur any expense chargeable to the Owner until this Contract has been authorized and fully
 executed by both the Owner and the Contractor;
- 2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
- 3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
- 4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
- 5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
- 6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
- 7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
- 8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
- 9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.
- D. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;

- 2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
- if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
- 4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

- 1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
- make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
- 3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
- 4. review and approve or reject shop drawings and samples submitted by the Contractor;
- 5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
- 6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
- 7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
- 8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

- A. Shop Drawings and Samples
 - 1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
 - 2. The Contractor shall submit **3** sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
 - 3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
 - 4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

- 1. The Contractor shall not use or allow the use of any asbestos-containing product.
- 2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
- 3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

- 1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
- 2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

- 1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.
- 2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

- Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
- 2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
- 3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:

| a. | For the Contractor or su | ubcontractor on Work perfoi | med by its own forces: |
|----|---------------------------|-----------------------------|---------------------------|
| | Overhead (%) | Profit (%) | Commission (%) |
| | 10 | 7 | 0 |
| b. | For the Contractor or su | ubcontractor on Work perfoi | med by its subcontractors |
| | Overhead (%) | Profit (%) | Commission (%) |
| | 10 | 0 | 3 |
| c. | To a first tier subcontra | ctor on Work performed by | its subcontractors: |
| | Overhead (%) | Profit (%) | Commission (%) |
| | 10 | n | 3 |

- d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
- 4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

- 1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
- 2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

- 1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
- 2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
- 3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

- 1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
- Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

- The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined
 in the Contract Documents. The site must be maintained in a reasonably clean condition, free of
 trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner,
 remove from the site all trash, debris, tools and equipment no longer needed for the Project.
- 2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

- 1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
- 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 - 1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 - 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 - 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 - 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 - CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 - DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
 - The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days
 through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any
 other persons or entities performing portions of the Work under direct or indirect contract with the
 Contractor, for any of the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- 2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
- 3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 - INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 - INSURANCE AND BONDS

- The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- В. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
 - 1. Commercial General Liability:

| a. General Aggregate (per project) | \$ 1,000,000 |
|-------------------------------------|--------------|
| b. Products/Completed Operations | \$ 1,000,000 |
| c. Personal and Advertising Injury | \$ 1,000,000 |
| d. Each Occurrence | \$ 1,000,000 |
| e. Fire Damage | \$ 50,000 |
| f. Medical Expense (any one person) | \$ 5,000 |

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit \$ 1,000,000 -OR-

b. Bodily Injury & Property Damage (each)

\$ 1,000,000

3. Workers Compensation

a. State Statutory \$ 100,000 Per Accident b. Employer's Liability \$ 500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

- The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be D. indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with F. the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- In no event shall any failure of the Owner to receive certified copies or certificates of policies required G. under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

-Bonds--

The Contractor shall-deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

- 1. Bonds-shall-each-be-in-the-amount-of-100%-of-the-amount-of-the-Contract.
- 2. The Surety-providing-the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most-current-publication of "Best's Key-Rating-Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
 - -a. -be-issued-by-a-surety-company-licensed-to-do-business-in-South-Carolina; and-
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial \(^1\)Completion or the time-required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and.
 - d. display the Surety's' Bond Number.
- I. Property-Insurance-

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 - CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 - SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 - COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to

- demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 - GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

- A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

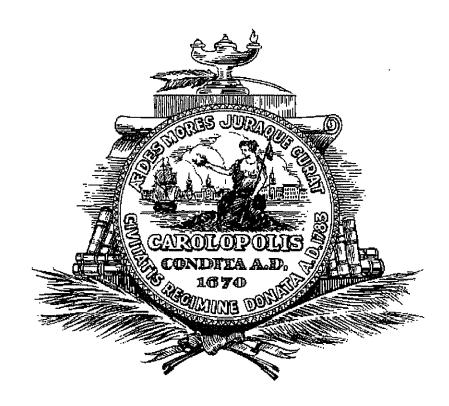
Exhibit A

PROJECT MANUAL AND CONTRACT DOCUMENTS

FOR

CP1525: POLICE TEAM 4 ROOF OVERLAY

John Tecklenburg, Mayor



Pre-Bid Meeting (Mandatory): Wednesday, August 16, 2017 at 10:00 AM, on-site at 3545 Mary Ader Avenue, Charleston, SC 29414

Bid Opening Date: Thursday, August 31, 2017 at 2:00 PM at 823 Meeting Street, Charleston, SC 29403, Parks Department, Second Floor Conference Room

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403
(843) 720-3910
Tom Magee., Project Manager
MageeT@charleston-sc.gov

August 1, 2017

CP1525: Police Team 4 Roof Overlay

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| Scope of Work | 1 |
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POLICE TEAM 4 ROOF OVERLAY PROJECTS CP1525

City of Charleston Instructions to Bidders – Short Form

RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above project at the Department of Parks until **August 31, 2017; 2:00 P.M**. local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC, 29403.

3. PRE-BID CONFERENCE

A **MANDATORY** PRE-BID Conference will be held on **August 16, 2017 at 10:00 AM** local time at 3545 Mary Ader Avenue, Charleston, SC 29414. Only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit bids.

4. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right

4-Instructions to Bidders -short form const contracts 1- Short Form

10-7-05 Page 1 of 2

to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to complete the project.

5. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

6. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the project as defined by the Owner. All requested Alternates must be bid.

7. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the project, and to have read and become thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

8. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of this contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

END OF INSTRUCTIONS TO BIDDERS

CP1525: POLICE TEAM 4 ROOF OVERLAY

| BASE BID: The Bidder agrees to perform all of the work described as Scope of Work for the sum of: \$ |
|---|
| Alternate Bid Prices: The Bidder further proposes that, should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered in the amount listed below, as applicable: |
| Alternate No. 1: Add the sum of \$ |
| Unit Prices: The Bidder offers for the Owner's consideration and use the following Unit Prices. The Unit Prices offered indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. Unit Prices include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead and profit, etc. The Owner reserves the right to include or not to include any of the following Unit Prices in the Contract and to negotiate Unit Prices with the Bidder. |
| • <u>N/A</u> . |
| Addenda: Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda in to its Bid: |
| Addendum No.(s) |
| The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding. |
| The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. |
| The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 30 calendar days of the Date of Commencement indicated in the Notice to Proceed. |
| Submitted by: |
| (Signature) |
| (Name and Title. Please print.) |
| (Company) |
| (Address and Phone) |
| South Carolina General Contractor's License Number: |

Page 1 of 1 Mar 2004

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and womenowned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

The Bidder shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

| Name of Company: | | | |
|------------------|---|-------|--|
| Signature | | Date | |
| Print Name | , | Title | |
| Witness | | | |

Revision 07-20-2011

1

AFFIDAVIT A Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

| Af | fidavit of |
|-----|---|
| I | (Name of Bidder) have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas: (A minimum of 6 areas must be checked in order to have achieved a "good faith effort") |
| 0 | 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2. |
| 0 | 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submitta deadline/bid opening either by phone, facsimile or in person. |
| 0 | 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening. |
| 0 | 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation. |
| 0 | 5. Attended any pre-solicitation meetings scheduled by the City. |
| 0 | 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance. |
| 0 | 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.) |
| 0 | 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit. |
| 0 | 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels. |
| 0 | 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation. |
| 0 | 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. |
| Fir | ereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority ms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach the contract. |
| I h | ereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and me the Bidder or I am authorized to bind the Bidder to the commitment herein set forth. |
| Da | te: Name of Authorized Officer (Print/Type): |
| | Signature: Title: |

4/28/2011 Page 1 of 4

AFFIDAVIT A Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts (Use as many sheets as necessary)

| Minority Firm Address |
|--|
| |
| Minority Group Type (African American) (Asian American) (Hispanic) (American Indian) (Other) Follow up Verification Minority Firm Address |
| Minority Group Type (African American) (Hispanic) (American Indian) (Other) Follow up Verification |
| Minority Group Type (African American) (Women) (Asian American) (Hispanic) (American Indian) (Other) Follow up Verification Minority Firm Address |
| Minority Group Type (African American) (Women) (Asian American) (Hispanic) (American Indian) (Other) |
| the information in this affidavit, and to the best of my plete. Signature: Notary Seal: |
| 1 |

Page 2 of 4

4/28/2011

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

| Affidavit of | (Name of Bidder) | , Total Project Amount | ertify that on the |
|---|---|---|---|
| (Project I will make a good faith effort to with minority/women-owned bu subcontractors, vendors, supplie the following businesses listed b | expend a minimum siness enterprises. It is, or providers of providers | of% of the total dolla Minority/women-owned busines rofessional services. Such work | r amount of the Contract ses will be employed as |
| Name and Phone Number | *Minority Code | Work Description | Dollar Value |
| | | | \$ |
| *************************************** | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Total MBE Participation: | | % \$ | |
| * Minority categories: Africa | | spanic (H); Asian American (A), ed (W); Other (D) | , American Indian (I); |
| I will enter into a formal Contralisted in the above schedule cond | | | |
| I certify that I have read the tern the commitment set forth herein this affidavit, and to the best of | . I certify, under pen | alties of perjury, that I have exa | mined the information in |
| Date: Name of | Authorized Officer (Print | t/Type): | |
| | | Signature: | * ** - * ***************************** |
| | | Title: | |
| Sworn to before me this day of My Commission Expires: Print Name: | | Notary Public for the State ofNot | ary Seai: |
| Phone Number:Address: | | | |

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

| Affidavit of | | | |
|--|--|--|--|
| (Name of Bidder) | | | |
| I hereby certify that it is our intent to perform 100% of the work required for the | | | |
| contract. | | | |
| contract. (Name of Project) | | | |
| In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform <u>all the elements of the work</u> on this Project with his/her own current work forces, and | | | |
| The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement. | | | |
| I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete. | | | |
| Date: Name of Authorized Officer (Print/Type): | | | |
| Signature: | | | |
| Title: | | | |
| Sworn to before me this day of, 20 Notary Public for the State of My Commission Expires: Print Name: Phone Number: Address: | | | |

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me ______ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

- 1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
- 2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date (A post office box or temporary construction or office trailer will not be considered a place of business);
- 3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
- 4. Provides a copy of its current City of Charleston business license with its bid;
- 5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
- 6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

| BUSINESS NAME: _ | | | | |
|-----------------------|--------------|---------|--------|--|
| CHARLESTON STRE | EET ADDRES | SS: | | |
| SIGNATURE: | | | TITLE: | |
| By: | | | | |
| (Print N | Jame) | | | |
| Sworn to and subscrib | ed before me | at | | |
| State of | , this | day of | , 20 | |
| | | | | |
| | | _(SEAL) | | |
| Notary Public for | | | | |
| My Commission Expi | res | | | |

Project No.: CP1525 - Police Team 4 Roof Overlay City of Charleston Department of Parks / Capital Projects Division

City of Charleston Construction Contract

| THIS CONTRACT, made this day of, 20 by and between: | | | |
|--|--|--|--|
| The Owner: City of Charleston and the Contractor: Department of Parks 823 Meeting Street Charleston, SC 29403 | | | |
| WHEREAS, the Owner requires the construction of the following project, identified as follows: <u>CP1525</u> - <u>Police Team 4 Roof Overlay</u> (Project Number) - (Project Name) | | | |
| Whereas, the CONTRACTOR, whose South Carolina contractor's license is, is prepared and qualified to provide such Construction; NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract. | | | |
| TIME OF PERFORMANCE: THE EFFECTIVE DATE of this contract shall be the date written above. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed. THE DATE OF SUBSTANTIAL COMPLETION shall be 50 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract. | | | |
| PAYMENTS TO THE CONTRACTOR for acceptable work performed shall be as follows: | | | |
| THE CONTRACT SUM OF \$ to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract. | | | |
| THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: No alternates selected | | | |
| LIQUIDATED DAMAGES in the amount of \$110.00 per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed. | | | |
| ARCHITECT ENGINEER – The A/E of Record for this Project is: <u>N/A</u> | | | |
| IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE. | | | |
| OWNER: City of Charleston CONTRACTOR: | | | |
| BY: BY: Sylvantial BY: (Signature of Contractor Representative) Mayor | | | |
| (Name of Contractor Representative) | | | |
| ITS: | | | |

General Conditions

ARTICLE 1 - CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
 - 1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 - 2. the Project Manual dated: August 1, 2017
 - 3. Bid Addenda dated as follows: XXXXXXXXXXXXXX.
 - 4. the Contractor's completed Bid Form;
 - 5. all Change Orders and Change Directives;
 - 6. other documents as listed in Article 16.

ARTICLE 2 - GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
 - 1. it and its subcontractors (if any) are financially able to complete the work;
 - 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the work assigned;
 - 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 - 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 - 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:

- 1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
- 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
- 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
- 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
- employ only persons skilled in the work for which it is to do, employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
- have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:

- provide the contractor with available information regarding the Work and the work area;
- 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
- 3. pay the Contractor for acceptable work performed, in accordance with the provisions of this Contract;
- 4. if the Contractor fails to begin work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
- 5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

- 1. represent the Owner during the construction process through final completion of the project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
- 2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
- 3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
- 4. review and approve or reject shop drawings and samples submitted by the Contractor;
- 5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
- 6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
- 7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work or acts of omission of the Contractor, Subcontractors or any other entity performing work on the site;
- 8. review periodic requests for payment, and approve or reject the request, in whole or in part;
- 9. prepare Change Orders or Change Directives as directed by the Owner.

<u>ARTICLE 3 – CONSTRUCTION ADMINISTRATION</u>

- A. Shop Drawings and Samples
 - 1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
 - 2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
 - 3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
 - 4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.
- B. Materials and Workmanship
 - 1. The Contractor shall not allow the use of any asbestos-containing product.
 - 2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less the 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
 - 3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.
- C. Inspection and Testing of Materials
 - 1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
 - 2. The Contractor shall leave uncovered all areas of work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.
- D. Substitutions
 - 1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have

CONTRACT and GENERAL CONDITIONS

- incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
- 2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

- Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed work promptly.
- 2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed work.
- 3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - For the Contractor or subcontractor on work performed by its own forces: Overhead (%) Commission (%) Profit (%) 10 0 For the Contractor or subcontractor on work performed by its subcontractors: b. Overhead (%) Profit (%) Commission (%) 3 10 0 To a first tier subcontractor on work performed by its subcontractors: c. Overhead (%) Profit (%) Commission (%)
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted work, shall include Overhead, Profit, and Commission.
- 4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the work required.

F. Receiving and Storing Materials and Equipment

- 1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
- 2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

- 1. Requests for time extensions shall be made promptly. Delays of the work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
- 2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
- 3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Substantial Completion, excepting

- damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
- 2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

- The Contractor shall confine its operations to areas permitted by laws and ordinances, and as
 defined in the Contract Documents. The site must be maintained in a reasonably clean
 condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically
 requested by the Owner, remove from the site all trash, debris, tools and equipment no longer
 needed for the work.
- 2. The Contractor shall provide access to the work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.

K. Taxes

- 1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
- 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 - 1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 - 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 - 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 - 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 - CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give

written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.
- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 - INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage, including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
 - 1. Commercial General Liability:

| a. General Aggregate (per project) | \$ 1,000,000 |
|-------------------------------------|--------------|
| b. Products/Completed Operations | \$ 1,000,000 |
| c. Personal and Advertising Injury | \$ 1,000,000 |
| d. Each Occurrence | \$ 1,000,000 |
| e. Fire Damage | \$ 50,000 |
| f. Medical Expense (any one person) | \$ 5,000 |

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit \$ 1,000,000

-OR-

b. Bodily Injury & Property Damage (each) \$ 1,000,000

3. Workers Compensation

a. State Statutory

b. Employer's Liability \$ 100,000 Per Accident \$ 500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the

CONTRACT and GENERAL CONDITIONS

Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

- 1. Bonds shall each be in the amount of 100% of the amount of the Contract.
- 2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 - CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 - CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 - SUBCONTRACTORS

If the Contractor engages subcontractors to provide work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the CONTRACT and GENERAL CONDITIONS

Revised 4/10/13

Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 - COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 - GOVERNING LAW

A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 - OTHER PROVISIONS (if any)

A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

CP1525 - Police Team 4 Roof Overlay

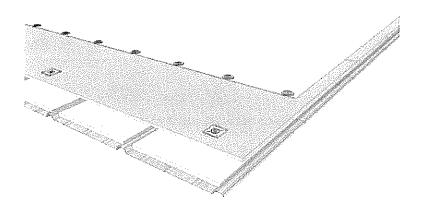
3545 Mary Ader Avenue, Charleston, South Carolina 29414

Scope of Work

- 1. The project consists of overlay of the existing metal roof of the Police Team 4 Building per the project specifications. The estimated area for the roofing overlay is 4,400 sf.
- 2. The project also includes removal of the coping and installation of treated nailer. The parapet walls to be covered with the roofing material and install a new 24g parapet cap with standing seam joints, prefinished.
- 3. **ALTERNATE NO. 1:** Installation of Hunter Panels H-Shield Closed Cell Polyisocyanurate 1.50" thickness covering entire deck, or approved equal.
- 4. The existing gutter downspouts to remain and be protected during work. Install a new treated nailer between new roof and existing gutter and to be tied into new roof system.
- 5. Due to the operation of the facility, the successful bidder shall be responsible to respond to any leaks within two hours of notification during contractor's warranty period. If the successful bidder is located outside the regional area, that bidder must provide information substantiating how this will be provided by a contractor with a twohour response time.
- 6. The number of calendar days to reach substantial completion is 50 days after the date of commencement.
- 7. Electricity and water will be available to the contractor.
- 8. Owner's Restroom facilities will not be available to the contractor. Contractor to furnish temporary toilets.
- 9. Contractor's necessary on-site laydown area and roof access location will be coordinated with successful bidder.
- 10. Work hours will be between 7 am to 5 pm, Monday through Friday.
- 11. All work will be made accessible to the City staff for inspection at all times.
- 12. Contractor shall be sure to keep the site clean and organized at all times. The building entrances shall remain accessible at all times.
- 13. Coordinate major material deliveries with the City's project manager.

CP1525: Police Team 4 Roof Overlay

3545 Mary Ader Avenue Charleston, SC 29455



Roof Assembly Description

PVC thermoplastic membrane

Membrane Thickness: 50 mil

Color: White

Attachment: Attached with mechanical fasteners or fully adhered

Fiberglass-faced roof board densdeck

Thickness: 1/2 inch

Attachment: Attached with mechanical fasteners

Type VIII EPS (Flute Filler)
 Attachment: Loosely laid

Existing Metal Roof

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Overlay existing metal roof.
- B. PVC thermoplastic membrane attached with mechanical fasteners or fully adhered per manufacturers specifications.
- C. Fiberglass-faced roof board, attached with mechanical fasteners.
- D. Type VIII EPS (Flute Filler), loosely laid.
- E. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- F. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- G. Traffic Protection.

1.2 REFERENCES

- A. NRCA The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 Minimum Design Loads For Buildings And Other Structures.
- C. UL Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.
- G. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Sustainability:

- a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
- b. Type III product-specific Environmental Product Declaration.
- c. Membrane is recyclable at end of use.

D. Physical Properties:

- 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
- 2. Minimum Thickness: 50 mil, nominal, in accordance with ASTM D 751.

- 3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
- 4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
- 5. Elongation at Break: ≥ 31% (MD) and ≥ 31% (XMD) in accordance with ASTM D 751, Grab Method.
- 6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
- 7. Factory Seam Strength: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
- 8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
- 9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
- 10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
- 11. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
- 12. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.
- 13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
- 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

E. Cool Roof Rating Council (CRRC):

- 1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: ≥ 88%
 - b. Initial Thermal Emittance: ≥ 87%
 - c. Initial Solar Reflective Index (SRI): ≥ 111
 - d. 3-Year Aged Solar Reflectance: ≥ 68%
 - e. 3-Year Aged Thermal Emittance: ≥ 84%
 - f. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

- A. Submit items below.
- B. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
 - 5. Provide a list of the employees and the number of years' experience installing this type of roofing system. See section 1.4.F installer certification.

- C. Sustainability Documentation:
 - NSF/ANSI Standard 347 Certificate.
 - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification and Experience: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system. A minimum of fifteen years documented experience with similar projects and materials.
 - 1. On-site supervisor shall have a minimum of five years' experience installing this type of roofing system.
 - 2. At least half of the working crew shall have at least five years of experience installing this type of roofing system.
- G. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
 - 1. At least one inspection during installation and one final after completion by a manufacturers' representative to ensure it was installed correctly.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

1

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure:
 - a. Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.
- C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.
- D. Wind Uplift:
 - 1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
 - 1. Materials not meeting this section can be rejected by the City representative at any time and removed by the contractor at no cost to the owner.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
 - 1. This warranty shall be on the company's letterhead and notarized by a public notary.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. No exclusion for damage caused by ponding water.
 - 3. No exclusion for damage caused by biological growth.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components to be provided or approved by roof system manufacturer and owner.
- B. Approved Manufacturers:
 - 1. Dura-Last
 - 2. Soprema
 - 3. Approved Equal.
- C. Manufacturers shall meet the requirements of these specifications.

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
 - 1. Thickness:
 - a. 50 mils.

- 2. Exposed Face Color:
 - a. White.
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
 - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - Inside and Outside Corners.
 - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Caulk.
 - b. Strip Mastic.
 - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer.
 - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
 - a. #14 Heavy Duty Fasteners.
 - b. Steel Membrane Plates.
 - c. 3 inch Metal Plates.
 - 6. PV Anchors
 - 7. Termination and Edge Details: Supplied by roof system manufacturer.
 - a. Termination Bar.
 - 8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side.
 - 9. Two-Way Roof Vents: Supplied by roof system manufacturer. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.
- D. Substrate Board:
 - a. Densdeck ½ inch thick attached with mechanical fasteners.

2.3 FLUTE FILLER

- A. Flute Filler: Material as supplied by roof system manufacturer.
 - 1. Provide precut insulation to fill the flutes between the ribs of the metal roof.
 - a. Type VIII EPS Insulation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

3.3 INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Separation Board: ½ thick densdeck.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
- C. Roof Membrane: 50 mil, PVC thermoplastic membrane.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
 - 2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
 - 3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
 - 4. Cut membrane to fit neatly around all penetrations and roof projections.
 - 5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

D. Seaming:

- 1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

Specification Division 07 54 19 - Polyvinyl-Chloride Roofing

- E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).

2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

G. Water cut-offs:

- 1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
- Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
- 3. Remove water cut-offs prior to the resumption of work.
- 4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
- 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The manufacturer's representative shall be present at the pre-construction/pre-installation meeting.
- B. The manufacturer's representative shall provide at least one inspection during installation of the roof system. A copy of the report to be provided to the owner within 48-hour of completion of inspection.
- C. The membrane manufacturer's representative shall provide a comprehensive final inspection after

Specification Division 07 54 19 - Polyvinyl-Chloride Roofing

- completion of the roof system. All application errors shall be addressed and final punch list completed.
- D. The manufacturers' representative shall make a final inspection once punch list items have been completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

CP1525: POLICE TEAM 4 ROOF OVERLAY

| BASE BID: The Bidder agrees to perform all of the work described as Scope of Work for the sum of: $$44,200.00$ |
|---|
| Alternate Bid Prices: The Bidder further proposes that, should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered in the amount listed below, as applicable: |
| • Alternate No. 1: Add the sum of \$4,900.00 |
| Unit Prices: The Bidder offers for the Owner's consideration and use the following Unit Prices. The Unit Prices offered indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. Unit Prices include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead and profit, etc. The Owner reserves the right to include or not to include any of the following Unit Prices in the Contract and to negotiate Unit Prices with the Bidder. |
| • <u>N/A</u> . |
| Addenda: Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda in to its Bid: |
| • Addendum No.(s) 1, 2 & 3 |
| The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding. |
| The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. |
| The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 30 calendar days of the Date of Commencement indicated in the Notice to Proceed. |
| Submitted by: (Signature) |
| Richard P. Ryan (Name and Title. Please print.) |
| Coastal Roofing Company, Inc. (Company) |
| 2234 North Westchester Drive (Address and Phone) |
| Charleston, SC 29414 |
| South Carolina General Contractor's License Number: G10226 |

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and womenowned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fall to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

The Bidder shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

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| Name of Company: | Coastal | Rusting | G. IN | ر ب | |
|------------------|---------|------------|-------|----------|------------------|
| PR | | | 8 | 131/2017 | |
| Signature | 240-1 | | Date | Vida - | |
| Print Name | A 7.70 | TT THE THE | Title | Jacob | MANUFACTURE VIII |
| Witness | | | | | |

Revision 07-20-2011

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

| Affidavit of COASTA Kasting COLNC- |
|--|
| (Name of Bidder) |
| I hereby certify that it is our intent to perform 100% of the work required for the |
| CP1525 Police Team 4 Roof Overlay contract. (Name of Project) |
| In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform <u>all the elements of the work</u> on this Project with his/her own current work forces, and |
| The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement. |
| I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete. |
| Date: 8/34/2017 Name of Authorized Officer (Print/Type): Pichas P. RyAN |
| Signature: |
| 1. Heyersel Davis f. Title: President |
| Sworn to before me this 31 day of August, 2017 Notary Public for the State of South Carolina My Commission Expires: 3/18/2029 Print Name: P. Heyward Bauis JV: |
| Phone Number: 843-906-7152 |
| Address: 2721 Swordfish Civele Charleston, SC. 29412 |

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me Coster Recognition (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

- 1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
- 2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date (A post office box or temporary construction or office trailer will not be considered a place of business);
- 3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
- 4. Provides a copy of its current City of Charleston business license with its bid;
- 5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
- 6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

| BUSINESS NAME: COASTAL ROSTING CO. INC. | |
|--|-------|
| CHARLESTON STREET ADDRESS: 229 N. Wercherfe Dr | 29414 |
| SIGNATURE: President By: Pichag P. Rygn (Print Name) | |
| Sworn to and subscribed before me at Chertaston, 5C. State of South Carolina, this 315 day of august, 20 17. | |
| My Commission Expires 3/16/2024 | |

Certified Correct By:

Bid Tabulation Form Team 4 Roof Overlay

Project Number:C Date: August 3:

CP1525

Time: 2

| | A at at at | | | | |
|------------------------|-----------------------|----------------------|--------------|-------------|----------------|
| Bidder | Addendum Noted (3) | MWBE | Local Vendor | Base Bid | Alternate No.1 |
| TECTA ARC, INC COASTAL | | C | NA | 47,800 | +\$ 5,100 |
| ARC, INC | 1,2 | Ac | NA | \$ 55,000 | + ₹ 7,5∞ |
| COASTAL | | <u></u> | YES | 444,200 | +\$4,900 |
| | | | 100 | 3(1-1), 200 | 7,900 |
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Date:

Kokorana



City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Coastal Roofing Co. Inc. DBA: Coastal Roofing Co. Inc. 2234 WESTCHESTER DR CHARLESTON, SC 29414

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THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW; OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE.

, Amy K. Whener

CHIEF FINANCIAL OFFICER CHARLESTON, SOUTH CAROLINA

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Tecklenburg, Mayor | | | | |
|--|---|--------------------|-------------------------------|-------------------------------|--|
| FROM: J. Frank Newham | | DEPT. | Public Service | | |
| SUBJECT: | BARBERRY WOODS COMMUNITY DRAINAGE STUDY | | | | |
| REQUEST: We are requesting approval for Davis & Floyd to conduct a preliminary drainage study of the Barberry Woods drainage bas | | | | | |
| COMMITTEE | E OF COUNCIL: | Ways & Mea | ns DATE: | October 10, 2017 | |
| COORDINA | <i>TION</i> : This request h | as been coordinate | d with: <i>(attach all re</i> | ecommendations/reviews) | |
| Dir. Dept. o | Cmte. Chair of Public Serv. | | Amy Wh | a KOXB | |
| FUNDING: If yes, provide | Was funding previo | | | N/A ccount #: 58238 | |
| Balance in A | Account \$77,50 | 00.00 Amour | nt needed for this item | \$77,500.00 | |
| <u>NEED:</u> Ide | entify any critical time | constraint(s). | | | |
| CFO's Signa | | | | | |
| Mayor's Sig | nature: | LA Tull John | J. Tecklenburg, | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston Contract for Professional Services

| Professional Ser | vices | |
|---|--|---|
| THIS CONTRACT, r | made thisday of, <u>2017</u> | by and between |
| The Owner: | City of Charleston Department of Public Service 2 George Street, Suite 2100 Charleston, SC 29401 | |
| And: | Davis & Floyd, Inc. 3229 W. Montague Avenue North Charleston, SC 29418 | |
| limited to the preparat | ner requires the delivery of profession tion of designs, drawings, specification vices", for the following Project iden | · • |
| | Barberry Woods Drainage | Study |
| WHEREAS, the A/E provide such Services | whose SC professional license is C0 | 0538 is prepared and qualified to |
| NOW THEREFORE forth in this Contract. | E, the Owner and A/E agree to all of t | he following terms and conditions set |
| Engineering Services hereby incorporated in conditions contained of | quired are set forth in the attached A/E - Barberry Woods Drainage Study, and this Contract, and shall be perform pages 3 through 6 of this Contract. The performed in accordance with the state of the | which is dated July 21, 2017, is ned in accordance with the terms and |
| MILESTONE | | SCHEDULE |
| 2. Existing Cond | g and Limited Topographic Survey itions Assessment and Analysis rainage Report | 11/10/2017 01/05/2018 01/26/2018 |

PAYMENTS to the A/E for acceptable work performed shall be made on the following schedule:

| | PERCENT or N.T.E. AMO | JIN I |
|--|--|-------|
| 1. Map Outlining Information Collection | LUMP SUM \$33,500.00 |) |
| 2. Updated Map Document, Exhibits and Pro- | files LUMP SUM \$27,900.00 |) |
| Showing Results of the Model | · | |
| 3. Barberry Woods Stormwater Drainage Re | Dort LUMP SUM \$11,100.00 |) |
| | | |
| | TOTAL LUMP SUM \$72,500.00 |) |
| THE CONTRACT SUM payable to the A/E sh A/E's expenses incurred shall be reimbursed a | | st, |
| <u> </u> | | st, |
| A/E's expenses incurred shall be reimbursed a | e actual cost plus ten percent of actual co | st, |
| A/E's expenses incurred shall be reimbursed a NOT-TO-EXCEED a total of \$5,000.00. IN WITNESS WHEREOF, THE PARTIES H. | e actual cost plus ten percent of actual co | st, |
| A/E's expenses incurred shall be reimbursed a NOT-TO-EXCEED a total of \$5,000.00. IN WITNESS WHEREOF, THE PARTIES HIS CONTRACT ON THE DAY AND YEAR FIR OWNER: City of Charleston | Exert exercises actual control of actual control | st, |
| A/E's expenses incurred shall be reimbursed a NOT-TO-EXCEED a total of \$5,000.00. IN WITNESS WHEREOF, THE PARTIES HIS CONTRACT ON THE DAY AND YEAR FIR | e actual cost plus ten percent of actual co ERETO HAVE ENTERED INTO THIS EST WRITTEN ABOVE. | |

ATTACHMENTS

1. A/E's Proposal for Professional Engineering Services – Barberry Woods Drainage Study dated July 21,2017

Terms and Conditions of the City of Charleston Professional Services Contract

ARTICLE 1 - GENERAL

- A. The A/E agrees to provide professional services to the Owner as required by the Services requested by the Owner as set forth in the A/E's Proposal for Professional Engineering Services Barberry Woods Drainage Study, dated July 21, 2017, attached to this Contract and which is a part of this contract the same as if written herein.
- B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract. The A/E covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E'S RESPONSIBILITIES

- A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performances under this Contract. The A/E shall not replace a designated representative except for good cause shown.
- B. The A/E shall notify the Owner, in writing, of information necessary for the Owner to provide and shall give adequate notice to allow sufficient time to acquire such information.
- C. The A/E shall provide all Services using persons, including the staff of A/E's Consultants and Additional Consultants, who are well-qualified and experienced in the work required. All Services shall be in accordance with the professional and technical standards of care applicable to professionals practicing in South Carolina.
- D. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- E. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Such reliance requires that the A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
- C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E's performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

- A. It is agreed that the attached A/E's Proposal for Professional Engineering Services –
 Barberry Woods Drainage Study, dated July 21, 2017 shall have identified all
 professional and technical disciplines and their providers required for the performance of
 the A/E's Services, and that the fees for such personnel are incorporated into the Contract
 Sum set forth on page two (2) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

<u>ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY</u>

A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;

ARTICLE 6 – OWNERSHIP AND RE-USE OF DOCUMENTS

- A. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
- B. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
- C. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
- D. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

<u>ARTICLE 7 – PAYMENTS</u>

- A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's *Hourly Rate and Reimbursables Schedule*, not exceeding the scheduled amounts shown on Page 2 (two) of this Contract.
- D. Requests for payment for reimbursable expenses shall be in accordance with Chapter 4 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, and shall be documented when submitted to the Owner.
- E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

ARTICLE 8 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract.

ARTICLE 9 - SUSPENSION AND TERMINATION

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.
- B. The A/E may suspend its performance under this Contract only if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
- C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining services shall be equitably adjusted.
- D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 - INSURANCE

A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the Manual for Planning and Execution of State Permanent Improvements Part II, whichever is greater.

B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

- A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
- D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

| ARTICLE 12 – OT | HER PROVISIONS | | |
|-----------------|----------------|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DAVIS & FLOYD

SINCE 1954

via Email: newhamj@charleston-sc.gov

July 21, 2017

J. Frank Newham, PE Senior Project Manager City of Charleston — Department of Public Service 2 George Street Charleston, SC 29401

Re:

Proposal for Professional Engineering Services

Barberry Woods Drainage Study D&F Job Number: 0110.00

Dear Mr. Newham:

In response to your request, Davis & Floyd, Inc. (D&F) is pleased to offer a proposal for the referenced drainage study. This study will inventory the primary drainage system serving the Barberry Woods neighborhood and analyze existing conditions to identify factors contributing to the flooding conditions that are currently being experienced during and following storm events. This study will include field investigations, data collection, limited topographic survey, and hydrologic/hydraulic modeling conducted generally within the study limits outlined in enclosed Figure. Our services will conclude with delivery of a summary report and presentation outlining the study methods, results, and conclusions. Our scope of work will be performed and deliverables made more specifically in accordance with the enclosed Scope of Services.

We propose to complete the work for a fee of \$77,500 as categorized in following table:

| | Task | Effort |
|----|---|----------|
| 1. | Data Gathering & Limited Topographic Survey | \$33,500 |
| 2. | Existing Conditions Assessment & Analysis | \$27,900 |
| 3. | Stormwater Study Report | \$11,100 |
| | Labor | \$72,500 |
| | Expenses | \$5,000 |
| | Total Project Cost | \$77,500 |

We are prepared to start work immediately upon authorization. Based on our current project assignments, we estimate a project schedule delivering the final report within approximately 20 weeks of an Agreement and notice to proceed.

3229 W. Montague Avenue, North Charleston, SC 29418 a (843) 554-8602 · (843) 747-6485 Upon conclusion of the project study, D&F will remain available to provide additional services that may include, but not necessarily be limited to additional survey / inventory, conceptual development, modeling, and assessment of drainage improvements and associated alternatives, and cost estimating. Any such additional services will be offered upon request and provided upon written authorization for a fee based upon our enclosed Personnel Rate and Reimbursable Expense Schedule.

We truly appreciate the opportunity to offer our services in this capacity. Please feel free to contact us should you have any questions regarding our project approach, scope of services, and corresponding fee and schedule that are currently proposed. We look forward to hearing from you.

Very truly yours,

DAVIS & FLOYD

Michael V. Horton, PE, CFM Chief Engineering Officer

Enclosures

c:

Scope of Services

Figure – Drainage Exhibit indicating Approximate Study Boundary Personnel Rate and Reimbursable Expense Schedule

Laura S. Cabiness, PE Jared T. Bramblett, PE City of Charleston Davis & Floyd, Inc.

DAVIS & FLOYD

SINCE 1954

Scope of Services

1. <u>Data Gathering & Limited Topographic Survey:</u>

D&F will perform a field review to assess the apparent physical conditions of the drainage system within the study area. Historic records and evidence of flooding or drainage obstructions will be documented. A desktop level analysis will be performed to gather pertinent data and background information needed to develop a hydraulic and hydrologic model of study area. Data collected may include but will not be limited to available LiDAR and topographic surveys; available mapping; historical flooding data; and prior flood studies and engineering plans (if available).

D&F survey crews will perform a limited topographic survey to collect pertinent information needed for the development of the stormwater model. Data collected may include specific channel cross-sections, culvert/crossing sizes and inverts, and/or finished-floor elevations of select structures. Applicable attributes, as outlined in the City's Draft Watershed Master Plan Standard Operating Procedures (SOP), will be collected during survey field work and delivered to City in a format that can be input into the stormwater system inventory geodatabase. A watershed scale stormwater inventory and conditions assessment has not been included in this scope of services. The attached exhibit provides a map overviewing the anticipated survey data to be collected and project limits. Once complete, an existing conditions exhibit will be prepared summarizing all data collected under this task. This information will be presented to the City and relevant stakeholders.

Deliverables:

- Map outlining information collection (ArcMAP files & PDF)
- Review meeting with the City & Stakeholders

2. Existing Conditions Assessment and Analysis:

The information collected from Tasks 1 will be used to develop a hydrologic/hydraulic analysis of the existing conditions. These analyses will be conducted within a stormwater modeling package that utilizes an EPA SWMM computational engine to determine both the hydrologic characteristics and dynamic hydraulic performance within the study area. The NRCS TR55 method will be used for determining the runoff calculations of the sub-basins within the study area for the 2-, 5-, 10-, 25-, 50- & 100-Year, 24-our design storm events with a Type-III rainfall distribution. The hydraulic model with be developed with dynamic wave conveyance and staging analyses for the design storms, and the model will be adjusted and validated using data observed from past flooding events. Upon completion of the existing conditions modeling, exhibits and

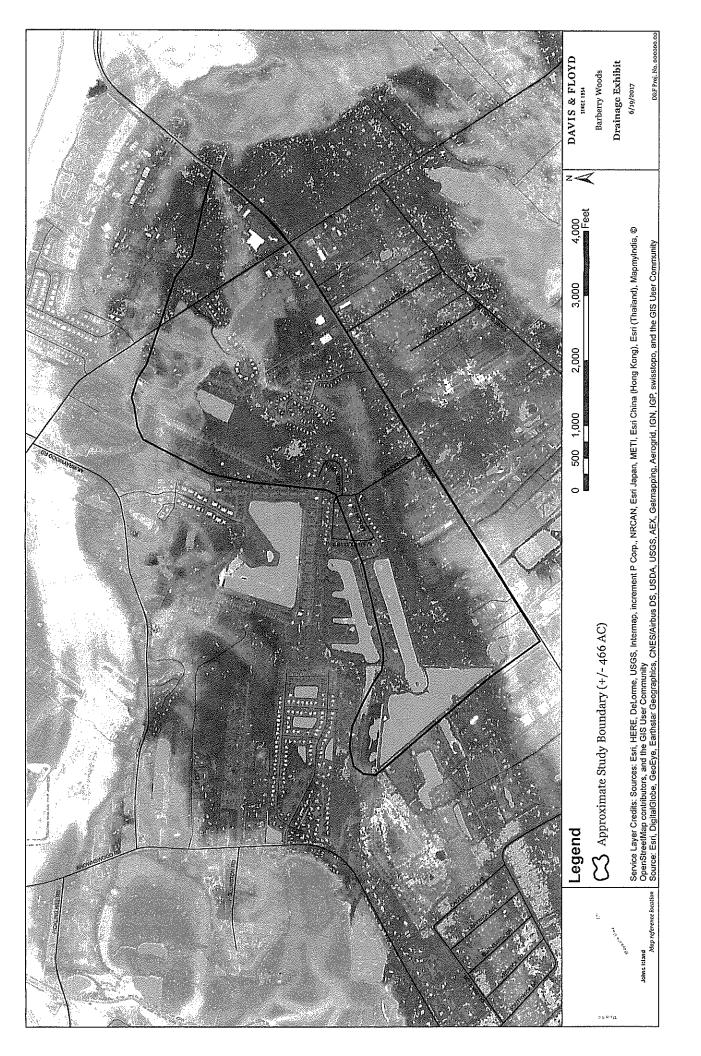
profiles will be prepared showing results of the model and presented to the City and/or neighbor stakeholders.

Deliverables:

- Updated Map Document (ArcMAP files & PDF)
- Exhibits and profiles showing results of the model (PDF)
- Meeting with the City/Stakeholders to present and review the existing model results
- 3. <u>Report</u>: D&F will document and summarize study approaches, methods, assumptions, and results and present these to the City and stakeholders in a *Barberry Woods Stormwater Drainage* report.

Deliverables:

- Barberry Woods Stormwater Drainage Report
- Meeting with the City/Stakeholders to present study conclusions



DAVIS & FLOYD

SINCE 1954

| Standard Personnel Rate Schedule | | | |
|--|---------------|--|--|
| Category | Rate: \$/hour | | |
| Principal | \$220.00 | | |
| Senior Project Manager | \$175.00 | | |
| Project Manager Senior Engineer | \$160.00 | | |
| Senior Architect Senior Transportation Planner | \$150.00 | | |
| Program Director Senior Landscape Architect Resident Construction Manager Computer Specialist | \$140.00 | | |
| Engineer Architect Specifications Writer | \$130.00 | | |
| Licensed Surveyor Transportation Planner | \$120.00 | | |
| Senior Designer Senior Inspector | \$115.00 | | |
| GIS Specialist | \$110.00 | | |
| Staff Engineer Inspector Permitting Specialist Transportation Planner Assistant | \$100.00 | | |
| Designer Accountant (1) | \$95.00 | | |
| Computer Technician Survey Crew Chief | \$80.00 | | |
| Clerical | \$65.00 | | |
| Survey Field Technician Intern Technician | \$60.00 | | |

- Accountant labor may be charged for time to assemble invoice documentation in a manner not normally provided by DAVIS & FLOYD, INC.
 An overtime premium up to one-half the above rates may be charged in addition to the above rates for personnel compensated for overtime.

| Rei | mbursable Expense Sch | edule |
|------------------------|-----------------------|--------------------------|
| Category | Unit | Unit Rate |
| Copies/Prints | | |
| Standard 8.5 x 11 | page | \$0.15 BW / \$1.00 Color |
| Oversized | square feet | \$0.25 BW / \$6.00 Color |
| Mylar copy | sheet | \$25.00 |
| Mileage | mile | Current federal rate |
| Out-of-pocket expenses | | Actual cost + 10% |

COMMITTEE / COUNCIL AGENDA

| TO: | John J. Tecklenk | ourg, Mayor | | | | | |
|----------------|----------------------------|---------------------|-----------------------|--|--|--|--|
| FROM: | J. Frank Newhan | n | DEPT. | Public Service | | | |
| SUBJECT: | GREENLEAF DRAINAGE PROJECT | | | | | | |
| REQUEST: | | unforeseen site | conditions inc | er of the Anson luding potentially utilities that were not | | | |
| COMMITTE | E OF COUNCIL: | Ways & Mean | s DATE: | October 10, 2017 | | | |
| COORDINA | TION: This request ha | as been coordinated | with: (attach all rec | commendations/reviews) | | | |
| | Yes | N/A Signat | ture of Individual C | ontacted Attachment | | | |
| Corporate | | | Par 11/2 | | | | |
| • | Cmte. Chair | | Imq wica | | | | |
| vii. bepi. d | of Public Serv. | | | | | | |
| FUNDING: | Was funding previo | ously approved? Ye | es 🗶 No | N/A | | | |
| If yes, provid | de the following: | Dept./Div: 050 | 365 Acc | count #: 58240 | | | |
| Balance in A | Account \$32,33 | 3.00 Amount | needed for this item | \$32,333.00 | | | |
| NEED: Ide | entify any critical time | constraint(s). | | | | | |
| CFO's Signa | ature: | | | | | | |
| FISCAL IMP | <u>PACT:</u> | | | | | | |
| Mayor's Sig | nature: | John John | J. Tecklenburg, N | layor | | | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Greenleaf Drainage Project

SECTION 01221

CHANGE ORDER

Date: September 1, 2017 Change Order No.: 001

Description of and Reason for Change: During the course of construction, modifications of the planned storm drainage were necessary due to unknown site conditions including potentially hazardous soil and groundwater and unmarked utilities or underground pipes. In addition, extra site restoration was required. Bid quantities have been adjusted to reflect actual quantities installed.

1 of 1 01221



Anson Construction Company, Inc.

Post Office Box 31979 Telephone (843) 556-4411 Charleston, South Carolina 29417-1979 ansonconstruction.com Facsimile (843) 889-3178

COP No. One

CHANGE ORDER PROPOSAL

SENT VIA:

E-mail

TO: City of Charleston

RE: Greenleaf Drainage Project

CONTACT: J. Frank Newham, Senior Project Manager

TELEPHONE:

EMAIL: newhami // charleston-sc-gov

IN RESPONSE TO:

Changes in scope during the Greenleaf Drainage Project

During the course of construction, there were changes required to install the plan shown storm drainage system. These include an adjustment to the original bid quantities and non-bid items. Below is our accounting of the additional charges incurred. We have also attached a separate sheet with details of the bid quantity changes.

| Net changes bid quantities | \$15,198.00 |
|---|--------------------------------|
| Site water discharge into adjacent pump station | |
| Crew Effort | \$3,965.00 |
| Materials | \$1,260.00 |
| Rental Road Ramp | \$4,744.00 |
| Mark-up (5%) | \$300.00 |
| Install new driveway @ Knoth property | |
| Crew Effort | \$2,800.00 |
| Stone, Asphalt, Fabric | \$3,872.00 |
| Mark-up (5%) | \$194.00 |
| Total Change Order Request | \$32,333.00 |
| RESPONSE REQUESTED NO LATER THAN: as | soon as possible |
| Anson Construction Company, Inc. | |
| August 30, 2017 | |
| DATE | TI. C. Pleyward Vice President |
| ACCEPTANCE: | |
| | · |
| | |
| | |
| | |
| | |
| DATE | SIGNATURE |
| | |



Anson Construction Company, Inc.
Parkeline Box 1929
Telephore 1840 55-4411

TO: City of Charleston 2 George Street

Froal Installed Muns August 30, 2017

RE: Greenlast Dramage Project

Charleston, SC 29417-1979 Payeade (843) 1993-3178

| that listaled units | Ststalled In Lines Fores | | | | | | | | | | | | OCTION FOR | | | | | | CHARLES STATE STAT |
|----------------------------------|--------------------------|-----------|-----------------|------------------------|-----------------------------------|--------------------------------|-----------------|---------------|-----------|-----------------------------------|----------------|----------------------|--|--------------------|--------------|----------|-----------------------------------|-------|--|
| | Total Est. Cast | - | _ | | | | | | | | | | OF THE STATE OF TH | | | | | | |
| | Unu Price | 86,200,00 | 187 (1001) 25 | 56,000,00 | CATOMICS | ran Transfer | 8169.03 | Se,0001.00 | 53,000180 | ST DESCRIPTION | CAD CHANGES | S9,(H3),(B) | SIOLINI | 00.553 | BRES | orts. | \$4,000,00 | 10.00 | 5.1.00 |
| | Bul On. | 6.1 | 0,1 | 071 | 9 | 97 | 62.0 | 3.0 | 3.0 | 0.1 | 1.0 | 0.1 | 378.0 | 470.0 | 10000 | 10HH) (I | 0.1 | HINE | 0.117 |
| | Unit | <u>~</u> | 3 | <u>~</u> | 2 | <u> </u> | <u>-</u> | ΕA | EA | I.S | SI | 3 | 7 | S. | λs | 33. | 11 | 1 | 1.1 |
| Charleston, South Carolina 29401 | Description | | Traffie Control | Construction Stake-out | Remove if of onnes and structures | The section and the section is | Ostali Zii wari | unction Boxes | | Removal and Replacement of Fences | Debris Removal | Mill and Pave Street | Saw-cut Pavement | Pay cincin Removal | Pige Grading | | Stabilized Construction Lintrance | | Clean & Video Ex. 24" Norm Dram |

COMMITTEE / COUNCIL AGENDA

14.

| TO: | John J. Tecklen | burg, Mayor | | |
|---|---|--|---|---|
| FROM: | Laura S. Cabine | ess, PE | DEPT. | Public Service |
| SUBJECT: | | | | OIV III: COLLECTION ACT AMENDMENT #12 |
| REQUEST: | with Davis & Floyd. exceed \$206,565.00 the Design Review others), extended p | Payment to Davis &). This extension inclu Committee including | Floyd pursuant to to design and pursuant to the design and the coordination with the condinal states. | neering Services contract this Amendment # 12 will not rk from changes required by utilities (CWS, SCE&G, and reetscape and engineering |
| COMMITTEE | OF COUNCIL: | Ways & Mean | S DATE: | 10 October 2017 |
| COORDINA | <i>TION</i> : This request I | nas been coordinated | with: (attach all red | commendations/reviews) |
| Director, D FUNDING: If yes, provid Balance in A | Cmte. Chair ept. of PS Was funding previde the following: | Dept./Div.: 65.00 Amount ne | 050320 Acc | .m |
| CFO's Signa | • | | | |
| FISCAL IMP | ACT: | | | |
| Funding Sou | rce: Drainage Fund | | , | |
| Mayor's Sig | nature: | LD Dull John | J. Tecklenburg, N | |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

DAVIS & FLOYD

SINCE 1954

July 27, 2017

Laura S. Cabiness, PE
Director of Public Service
City of Charleston
2 George Street
Charleston, SC 29401

via email: <u>CABINESSL@charleston-sc.gov</u>

Re: Proposal for Additional Services - Contract Amendment 12

Final Design for Market St. Division III: Collection System and Streetscape

D&F Job Number: 030407.05

Dear Mrs. Cabiness:

Davis & Floyd (D&F) respectfully requests an Amendment to our Contract for Professional Services to support the completion of additional design services for the Market Street drainage collection system and associated streetscape improvements. A draft of the Contract Amendment #12 attached for your review.

March 23, 2015, The City approved the Market St. streetscape conceptual design. Based on this approval, D&F and the City of Charleston entered into contract (Amendment 10) on August 08, 2015 to provide final design services for the Market St. storm drainage collection system and streetscape design.

In September of 2016 it was requested that the project go before the Design Review Committee (DRC) for review. This meeting was not anticipated nor included in the Scope of Work for Amendment 10 as the conceptual plan had been previously approved and monthly progress meetings had included members of the DRC. Furthermore, later meetings with The City and DRC resulted in design changes to the previously approved streetscape conceptual design. At the time of the requested design changes work had progressed to approximately 80% complete. The requested changes resulted in major changes to the horizontal and vertical alignments of the project reverting the completed work back to approximately 60% complete.

D&F has prepared a scope of services to provide additional design services in response to the design requests of the City and the DRC. The proposed additional services will include the following:

- Coordination with Design Review Committee (DRC)
 - o DRC Meetings (2 meetings including preparation of presentations and exhibits)
 - o Field Review Meeting with DRC
 - o DRC review committee correspondence and design change coordination

3229 W. Montague Avenue, North Charleston, SC 29418 o. (843) 554-8602 r. (843) 747-6485

Proposal for Additional Services - Contract Amendment 12 Final Design for Market St. Division III: Collection System and Streetscape

- Conceptual Plan Revisions for DRC review meetings
- o Construction Plan Revisions for DRC review meetings
- Cost Estimates based on DRC review design requests
- Extended Project Management
 - o Bi-Monthly Progress Meetings (Additional 4 months)
 - o Client Communication and Coordination (Additional 4 months)
- Design Development
 - o Additional Design Requirements (As directed by DRC)
 - Plan View Revisions
 - Grading for requested Market St. Shed Entrances
 - Revise ADA Handicap Ramps
 - Stormwater Drainage Collection & Conveyance Revisions
 - Landscaping & Hardscaping Revisions
 - Additional Design Elements
 - South Carolina Electric & Gas (SCE&G) Equipment Screening
 - Temporary Horse Carriage Lane (62 N. Market St. Parking Area)
 - Horse Carriage Medallion Booth
 - Trash Receptacle Screening
 - Additional Utility Coordination (Due to Design Changes)
 - Cost Estimating (including Alternate Bid Schedule for Hardscape Items)

Attached for your reference is a Fee Analysis providing a breakdown of tasks and detailing labor for a proposed lump sum modification to the subject project.

We thank you for the opportunity to continue to support the City with this project. Please feel free to contact us should you have any questions or concerns regarding our approach to addressing these extended project needs or the additional budget requested in the proposed Amendment.

Very truly yours,

DAVIS & FLOYD

Scott Hildebrand, PE

Senior Civil Engineer

Michael V. Horton, PE, CFM, LEED-AP

Chief Engineering Officer

Enclosures:

Fee Analysis

Draft Amendment No. 12 (to be provided and executed in triplicate upon request)

City of Charleston Steven A. Kirk, PE C:

Fee Analysis Final Design for Division III Collection System and Streetscape Market Drainage Improvement Project

Basic Services

| | | | | WINTREL DISHIN | warket Drainage insprovement Project | lcct | | | | | | | |
|---|--|-----------|----------|-------------------|--|--|-----------------------------|------------|---|----------------|---|--|----------|
| | | | AMEN | DMENT 12 - AD | AMENDMENT 12-ADDITIONAL BASIC SERVICES | IC SERVICES | | | | | | | |
| | | | Project | Structural | Electrical | | Senior | Landerane | | | Architectural | | |
| TASK | DESCRIPTION | Principal | Manager | Engineer | Engineer | Senior Architect | Landscape Architect | Architect | Engineer | Staff Engineer | Designer | Technician | Clerical |
| | | | | | | 871823000000000000000000000000000000000000 | Hourly Rates | | | | 20 Sept. 10 | The second secon | |
| | | \$220,00 | SIEGOD | 5130,00 | \$130,00 | \$150,00 | 5140,00 | \$120,00 | \$130,00 | \$100,00 | \$95.00 | \$60.00 | \$65,00 |
| | | (Hrs.) | (Hts.) | (Hrs.) | (HE.) | | (HB.) | | (आर) | (Hrs.) | (Hrs.) | (HE.) | (Hrs.) |
| - | Design Review Committee Additional Design Services | | | | | | | | | | | | |
| | Design Review Committee Meeting (2 Meetings Includes Preparation of Presentations & Exhibits) | 2 | 30 | | | | 22 | 7 | 76 | 76 | 40 | | 7 |
| | b. Freid Review Meeting with DRC | 1 | 3 | | | | | 9 | 10 | | 13 | | 2 |
| | c. Client Communication & Coordination for DRC Review (includes Response to DRC) | | 26 | | | | 47 | 1 | 48 | | 12 | | |
| | d. Conceptual Plan Revisions per DRC Review | | S | | | | 9 | | 2 | | 34 | | |
| | e. Construction Plan Revisions for DRC Review Meetings | | 5 | | | | 2 | | 40 | | 11 | 50 | |
| | f. Cost Estimating Based on DRC Review Design Requests | | \$ | | | | 37 | | 30 | | | | |
| | Total Task I | 3 | 7.3 | 0 | 0 | 0 | 114 | 12 | 206 | 7,6 | 110 | 20 | 6 |
| = | Project Minngentent (Due to Project Timeline Extension) | | | | | | | | | | | | |
| | a. Bi-Monthly Progress Meetings | 2 | 24 | | | | 83 | 0 | 16 | | | *************************************** | |
| | b. Client Communication & Coordination | 2 | 32 | | | | 8 | 0 | 80 | | | | |
| | Total Task II | + | 95 | 0 | o | 0 | 16 | 0 | 24 | 0 | 0 | 0 | |
| 111 | Additional Design Development | | | | | | A STATE OF THE STATE OF THE | A. 100 Co. | 100000000000000000000000000000000000000 | | | | |
| | n. Additional Design Requirements (Per DRC) | | | The second second | | | | | | | | | |
| | i. Plan View | 1 | 2 | | | | | Ŧ | 4 | 24 | 30 | | |
| | ii. Grading for Markel St. Shed Entrances | 1 | 4 | | | | | | 08 | 50 | | | |
| | iti. Prefestriau (ADA Compliance) | | 1 | | | | | | 20 | 10 | | | |
| | 1. Stormwater Drainage - Collection and Conveyance System Changes | * | 2 | | | | | | 32 | g | | | |
| | c. Landscaping - Hardscape (Sted Entrances & Between Sheds) | **** | 2 | | | | | 8 | * | 20 | 48 | | |
| | d. Additional Design Elements | | | | | | | | | | | | |
| | i. South Carolina Electric & Gas (SCEAG) Equipment Sereening | 1 | 8 | 12 | | 14 | 34 | 26 | 34 | ŝ | | | 91 |
| | ii. Horse Carriage Medallion Booth | 1 | 8 | 9 | 34 | 16 | 18 | 43 | 24 | 17 | | | 17 |
| | iii. Temporary Horse Carriage Lane (62 Market St. Parking Area) | 1 | 8 | | | | | | 10 | 6 | | | |
| | iv. Trash Receptacle Screening | | 9 | \$ | | 14 | 14 | 19 | 24 | 30 | | | 8 |
| | c. Utility Coordination (Due to Design Clanges) | 4 | 10 | | | | | | 36 | 4 | | | |
| | f. Cost Estimuting | 2 | 4 | | | | | | | | | | |
| | Total Task III | 15 | 57 | 22 | 34 | 46 | 46 | 97 | 268 | 255 | 78 | 0 | 36 |
| *************************************** | Total Hours | 22 | 186 | 22 | 34 | 46 | 176 | 111 | 498 | 331 | 188 | 20 | 45 |
| | Total Labor | \$4,840 | \$29,760 | \$2,860 | \$4,420 | \$6,900 | \$24,640 | \$13,320 | \$64,740 | \$33,100 | \$17,860 | \$1,200 | \$2,925 |
| | BASIC SERVICES TOTAL | \$206,565 | | | | | | | | | | | |

AMENDMENT NO. 12 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Project: Additional Services
Final Design for Market Street Divisions III: Collection System and Streetscape

| OWNER: | |
|-----------|-----|
| ENGINEER: | 277 |

INITIAL:

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated June 28, 1999 (hereafter referred to as the Agreement in the office of the Clerk of Council at City Hall, 80 Broad Street, Charleston SC). This said Amendment is effective as of

- 1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the scope of work of the aforesaid Agreement to include additional work as set forth in Exhibit A, Part 2 and Exhibit D. The work will more specifically include additional services identified in the Proposal dated July 27, 2017 and detailed further in its attachments.
- 2. The Engineer shall submit to the Owner itemized invoices identifying the individuals that performed services, the hourly rate for each individual, and an itemized statement of reimbursable expenses for the Owner's approval. Invoices will be calculated based upon the actual effort incurred using the hourly and reimbursable expenses rate schedules all of which are attached to this Amendment No. 12.
- 3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.03, A.1 of the Agreement in consideration of the above basic services to increase the lump sum fee to \$1,544,292 (which is an increase of \$206,565 for this Amendment #12) for a total Contract amount of up to \$4,781,387.
- 4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston Davis & Floyd, Inc.
OWNER ENGINEER

By:
Name: John J. Tecklenburg
Name: J. Donovan Dukes, PE
Title: Mayor
Title: Senior Vice President

Title: Mayor Title: Senior Vice President
Address: P.O. Box 652 Address: P.O. Box 61599

Charleston, SC 29402 Charleston, SC 29419

COMMITTEE / COUNCIL AGENDA

15.

| TO: | John Tecklenburg, Mayor |
|--|--|
| FROM: | Steve Kirk, PE DEPT. Public Service |
| SUBJECT: | SPRING/FISHBURNE US17 DRAINAGE & TRANSPORTATION IMPROVEMENTS: DIVISION III FEDERAL MATCH (PHASE 2) CHANGE ORDER #8 - CROWDER CONSTRUCTION CO. |
| REQUEST: | Approve Change Order #8 from Crowder Construction Co. on subject project for relocating MUSC/state-owned fiber optic line (FOL) for conflict resolution. Funding for this change order will be covered by the project contingency. |
| COMMITTEE | OF COUNCIL: Ways & Means DATE: 26 September 2017 |
| COORDINA | TION: This request has been coordinated with: (attach all recommendations/reviews) |
| Dir. Dept. of FUNDING: If yes, provide Balance in A | Cmte. Chair of Public Serv. Was funding previously approved? Yes No X N/A de the following: Dept./Div.: 050356 Account #: 58240 |
| CFO's Signa <i>FISCAL IMP</i> | ACT: Funding for this change order will be covered by the project contingency |
| Mayor's Sig | nature: A Julian John Tecklenburg, Mayor |

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

| Change Order |
|--------------|
|--------------|

No.

8

Date:

August 10, 2017

| mg/080 con, reton washinger committee on security and an account of the security and | Date. Augus | St 10, 2017 | |
|--|---------------------------------|-----------------------------|--------------------------------|
| OWNER'S Project No. | 14.0001 | ENGINEER'S Project No | 030295.00 Fed Match |
| Project: Spring Fish | nburne US 17 Transportation and | d Drainage Improvements S | CDOT 2012 Federal Match |
| CONTRACTOR: | Crowder Construction Compan | / | |
| Contract for: | Transportation & Drainage Impl | ovements Contract Date: NTP | March 22, 2015 June 1, 2015 |

NATURE OF THE CHANGES:

Relocation of Finer Optic Line owned by:

The South Carolina Department of Administration Division of Technology Operations &

MUSC

| Line Item | Item Code | Item | Quantity | Unit | Unit Price | Amount |
|-----------|---------------------------------------|---|--|----------|-------------|--------------|
| CO-08 | 08.A | Correct omission, Phase 2 (Add single mode FOL) | 1 | LS | \$11,093.68 | \$11,093.68 |
| | 08.B | Phase 2 FOL Relocation | 1 | LS | \$14,599.04 | \$14,599.04 |
| | 08.C | Phase 2 FOL Relocation | 1 | LS | \$75,131.75 | \$75,131.75 |
| | 08.D | Phase 1 FOL Relocation | 1 | LS | \$46,027.79 | \$46,027.79 |
| | | | | | | |
| | | | <u> </u> | <u> </u> | | |
| | | | <u> </u> | | | |
| | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | | 1 | | | |
| | | | • | | Total | \$146,852.26 |

Description:

This change order is being established to compensate The South Carolina Department of Administration Division of Technology Operations prime contractor NCI & MUSC for "all cost" associated with removal and relocation of a Fiber Optic Line which was in direct conflict with System B & C drainage. **Note: Line Item 08.D in the amount of \$46,027.79 has already been paid to The South Carolina Department of Administration Division of Technology under existing Contract Line Item 1A Owners Discretionary Allowance. The change order is also serves to reallocate the \$46,027.79 paid on ODA No. 5 to Change Order No. 8.

| Contract Price Prior to This Change Order | \$25,021,666.98 |
|---|------------------|
| Net Increase Resulting From This Change Order | \$146,852.26 |
| Current Contract Price Including This Change Order | \$25,168,519.24 |
| Current Time Prior to This Change Order | November 2, 2017 |
| outlett time the terms offunge of del | (Days or Date) |
| Net (Increase)(Decrease) Resulting From This Change Order | 0 |
| Tet (morease)(Besiedase) Resalting From This Shange Order | Days |
| Current Contract Time Including This Change Order | November 2, 2017 |
| ourient Contract Time including This Charge Order | (Days or Date) |

Spring Fishburne US 17 Transportation and Drainage Improvements SCDOT 2012 Federal Match Program Change Order No. 8 Signature Sheet

| AND ALLES AND A DESCRIPTION OF THE ADMINISTRATION AND ADMINISTRATION ADMINISTRATION ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINIST | Nonjandanjena nezimana na 1885. Zast i na reprezimente i na rezimbario ji na makantina ki na makanting mendumi zaraza armitoz zelegiji na ji na kanting mendumi zaraza armitoz zelegiji na ji |
|--|--|
| City of Charleston | Crowder Construction Company |
| Owner | Contractor |
| 2 George Street | 6409 Brookshire Blvd. |
| Address | Address |
| Charleston, SC 29401 | Charlotte NC, 28616 |
| Ву: | By: Ly F Elli |
| Date: | Date: 88//0117 |
| | |
| Davis & Floyd, Inc. | SCDOT |
| Engineer | Адепсу |
| 3229 W. Montague Ave | |
| Address Charleston & 29418 | Address |
| ву: //// | Ву: |
| Date: 8/20/19 | Date: |
| | |
| SCDOT | |
| Agency | |
| Address | |
| By: | |
| Date: | |
| | |

Not valid until signed by the City, Engineer, Contractor & SCDOT.



Remit To:

Network Cabling Infrastructures, Inc.

P.O. Box 2168

Duluth, GA 30096-0038

Phone: (770) 495-0798

Fax: (770) 495-6220

Invoice

Invoice Date Page
Apr 30, 2017 1 of 1
Invoice Number
NCI-17-1297
Job Number
09-17-130

Sold To:

MUSC Engineering and Facilities

MSC 109

325 Calhun St, Rm RR35 Charleston, SC 29425

ATTN: Keith Beeks

PHONE:

843-792-2233

EMAIL: beeksak@musc.edu

Project Site / Name:

MUSC

IOP to Harborview

| , | | | | | |
|------------|------------|-------------------|-------------------|--------------------|--|
| PO Number | Order Date | Reference/Quote # | Project Manager | Completion To Date | |
| BK17244772 | | | Steve Farrell Sr. | | |

| . | Item | D | | | Extended |
|-------|--------|---|------------|-----|------------|
| Qty. | Number | Description | Unit Price | UOM | Price |
| | | Labor and Materials to install 24SM/24MM. | | | |
| | | | | | |
| 1 | | Labor | \$7,468.00 | | \$ 7,468. |
| 1 | | Material | \$3,341.64 | | \$ 3,341. |
| | | Tax 8.5% | | | \$ 284. |
| | | Balance Due | | | \$ 11,093. |
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| otes: | | Count Co. | Subtotal | | S 11.093 |

Notes:

Freud Spreum American Gueranteed Citck Here

VISA

Madigina

COM.

Subtotal

11,093.68

Amount due

11,093.68

For Billing Inquiries, please call your project manager:

All sales are subject to NCI's standard terms and conditions, previously provided and available upon request, unless otherwise agreed in writing.

TERMS - Net 30 Days
Make all checks payable in US funds to:
Network Cabling Infrastructures, Inc.
at the above address.

PLEASE EXPLAIN IF PAYMENT IS DIFFERENT FROM AMOUNT INVOICED RETURN REMITTANCE WITH PAYMENT

| DT0-C120443 06/19/2017 | LEG INVOICE NO. DA | S USE SAP D | TOTAL AMOUNT DUE: 14,599.04 | PAGE: 1 OF 1 INVOIGETO: CITY OF CHARLESTON 75 CALHOUN STREET CHARLESTON SC 29401 |
|------------------------|--------------------|--|-----------------------------|--|
| 2017 | DATE | AP Docur | 4 | |
| 2130019 | SAP CUSTOMER NO. | SAP Document Number: 2000384050 USE SAP DOCUMENT NUMBER WHEN REMITTING PAYMENT | د. | REMITTANCE 06/21/2017 |
| 14,599.04 | INVOICE AMT | EMITTING PAYME | TOTAL PAYMENT: | MAIL PAYMENT TO: Dept. of Administration Suite 409 1200 Senate Street Columbia, SC 29201 |
| | PAYMENT AMT | TN | | |



DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page

Agency ID: F98 Acct No: 1100314

Agency Name: NON STATE ENTITIES Acct Name: CITY OF CHARLESTON

Inv No: C120443 Bill Date: 19-JUN-2017

Contact:

STEVE KIRK 75 CALHOUN STREET CHARLESTON, SC 29401

Phone: 843-579-7682

INVOICE SUMMARY

Other Charges and Credits: \$14,599.04

\$14,599.04 Pay this amount:

Payment Due Date: 31-JUL-2017

For billing questions or inquiries, please call 803-896-0001

For additional information, please visit our web site: $\label{eq:http://www.cio.sc.gov} http://www.cio.sc.gov$

DEPARTMENT OF ADMINISTRATION **DIVISION OF TECHNOLOGY**

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page Department Page

Agency ID: F98 Acct No: 1100314 Dept No: 1100314

Agency Name: NON STATE ENTITIES
Acct Name: CITY OF CHARLESTON
CITY OF CHARLESTON

Inv No: C120443 Bill Date: 19-JUN-2017

Contact:

STEVE KIRK 75 CALHOUN STREET CHARLESTON, SC 29401

Phone:

843-579-7682

| 6051710 CITY OF CHARLESTON, 1100314DEP | \$14,599.04 | \$0.00 | \$0.00 | \$14,599.04 |
|--|------------------------------|--|------------------|-------------|
| SubID Subscriber Name | Other Charges And Credits | fonthly Recurring Charges | Long Distance | Total |
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DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page 3 Department Page 2

Agency ID: F98 Acct No: 1100314 Dept No: 1100314 Agency Name: NON STATE ENTITIES
Acct Name: CITY OF CHARLESTON
Dept Name: CITY OF CHARLESTON

Inv No: C120443 Bill Date: 19-JUN-2017

| SERVICE S | UMMARY | | | |
|--|--------------------------|--|--|---|
| BUC Sorvice | Type | qтγ | Unit Price | Total |
| TELECOMMUNICATIONS I309 PROJECT MGMT FEE I309 LABOR & MATERIAL TO RELOCATE & REINSTALL I309 CABLE REROUTE PHASE II I309 FINAL-MATERIALS FOR DRAINAGE PROJ. TELECOMMUNICATIONS Total: | 000 000 000 000 | 1.00000 1.00000 1.00000 1.00000 | \$2,125.00 \$577.44 \$7,457.02 \$4,439.58 | \$2,125.00 \$577.44 \$7,457.02 \$4,439.58 \$14,599.04 |

Service Summary Total: \$14,599.04

DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page Department Page

Agency ID: F98 Acct No: 1100314 Dept No: 1100314

Agency Name: NON STATE ENTITIES
Acct Name: CITY OF CHARLESTON
CITY OF CHARLESTON

Inv No: Cl20443 Bill Date: 19-JUN-2017

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|---------------------|---|---|--|--|---------------|---------------------------|
| iber Name kOrder | Acti | Service Number on Description Bill Note | Billing Code | Qty | Unit Price | Subscribe Charge Tota |
| F CHARLES | ron, | 1100314DEP 10008973 | | | | |
| IA-89027-1 | С | CABLE REROUTE PHASE II DRAINAGE PROJECT | VENDORLBR | 1.000 | \$7,457.02 | \$7,457.02 |
| IA-89027-1 | С | FINAL-MATERIALS FOR DRAINAGE PROJ. | VENDORMAT | 1.000 | \$4,439.58 | \$4,439.58 |
| 1A-89027-1 | С | LABOR & MATERIAL TO RELOCATE & REIN 2) 4" CONDUITS & FBR | SERVCHG | 1.000 | \$577.44 | \$577.44 |
| 1A-89027-1 OTAL: | С | PROJECT MGMT FEE | PMFEE | 1.000 | \$2,125.00 | \$2,125.00 \$14,599.04 |
| | CHARLES 1A-89027-1 1A-89027-1 1A-89027-1 1A-89027-1 | F CHARLESTON, : 1A-89027-1 C 1A-89027-1 C 1A-89027-1 C 1A-89027-1 C | CHARLESTON, 1100314DEP 10008973 IA-89027-1 C CABLE REROUTE PHASE II DRAINAGE PROJECT IA-89027-1 C FINAL-MATERIALS FOR DRAINAGE PROJ. IA-89027-1 C LABOR & MATERIAL TO RELOCATE & REIN 2) 4" CONDUITS & FBR | ROTHER Action Description Billing Code Billing Code OF CHARLESTON, 1100314DEP 10008973 IA-89027-1 C CABLE REROUTE PHASE II VENDORLBR DRAINAGE PROJECT IA-89027-1 C FINAL-MATERIALS FOR DRAINAGE PROJ. VENDORMAT IA-89027-1 C LABOR & MATERIAL TO RELOCATE & REIN SERVCHG 2) 4" CONDUITS & FBR IA-89027-1 C PROJECT MGMT FEE PMFEE OTAL: | Reference | Reference |

TELECOMMUNICATIONS - Other Charges and Credits Total:

\$14,599.04

PLEASE EXPLAIN IF PAYMENT IS DIFFERENT FROM AMOUNT INVOICED RETURN REMITTANCE WITH PAYMENT

| DT0-C119633 | LEG INVOICE NO. | US | TOTAL AMOUNT DUE: | INVOICETO: CITY OF COLUMBIA 75 CALHOUN STREET CHARLESTON SC 29401 |
|-------------|------------------|--|--|--|
| 04/24/2017 | DATE | SAP Docum E SAP DOCUMEN | 75,131.75 | T 401 |
| 2130019 | SAP CUSTOMER NO. | SAP Document Number: 2000379023 USE SAP DOCUMENT NUMBER WHEN REMITTING PAYMENT | | REMITTANCE 04/25/2017 |
| 75,131.75 | INVOICE AMT | 79023 REMITTING PAYMI | TOTAL PAYMENT: | MAIL PAYMENT TO: Dept. of Administration Suite 409 1200 Senate Street Columbia, SC 29201 |
| | PAYMENT AMT | ENT | A THE PROPERTY OF THE PROPERTY | |



DEPARTMENT OF ADMINISTRATION **DIVISION OF TECHNOLOGY**

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page

1

Inv No: C119633 Bill Date: 21-APR-2017

Agency ID: F98 Acct No: 1100314

Agency Name: NON STATE ENTITIES Acct Name: CITY OF COLUMBIA

Contact:

STEVE KIRK 75 CALHOUN STREET CHARLESTON, SC 29401

Phone: 843-579-7682

INVOICE SUMMARY

Other Charges and Credits: \$75,131.75

Payment Due Date: 31-MAY-2017

For billing questions or inquiries, please call 803-896-0001 For additional information, please visit our web site: $\label{eq:http://www.cio.sc.gov} \mathbf{http://www.cio.sc.gov}$

DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page Department Page

Agency ID: F98 Acct No: 1100314 Dept No: 1100314

Agency Name: NON STATE ENTITIES
Acct Name: CITY OF COLUMBIA
Dept Name: CITY OF CHARLESTON

Inv No: C119633 Bill Date: 21-APR-2017

\$75,131.75

\$0.00

\$0.00

Contact:

Totals:

STEVE KIRK 75 CALHOUN STREET CHARLESTON, SC 29401

Phone: 843-579-7682

| (1) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | SUBSCRIBER SUMMARY | | | |
|---|-----------------------------------|---------------------------|------------------|-------------|
| SubID Subscriber Name | Other Charges Mont And Credits | thly Recurring Charges | Long Distance | Total |
| 6051710 CITY OF CHARLESTON | \$75,131.75 | \$0.00 | \$0.00 | \$75,131.75 |

\$75,131.75

DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page 3 Department Page 2

Agency ID: F98 Acct No: 1100314 Dept No: 1100314 Agency Name: NON STATE ENTITIES
Acct Name: CITY OF COLUMBIA
Dept Name: CITY OF CHARLESTON

Inv No: C119633 Bill Date: 21-APR-2017

| | SERVICE | SUMMARY | | | |
|------------------------------|--|--------------------------|--|--|---|
| BUC | Service | Туре | qτγ | Unit Price | Total |
| 1309 1309 1309 1309 | INICATIONS PROJECT MGMT FEE-RELOCATE & REINSTALL SERVICE CHARGE TELCOM VENDOR LABOR-DRAINAGE PROJECT TELCOM VENDOR MATERIALS IMUNICATIONS Total: | 000 000 000 000 | 1.00000 1.00000 1.00000 1.00000 | \$6,375.00 \$3,187.16 \$42,256.48 \$23,313.11 | \$6,375.00 \$3,187.16 \$42,256.48 \$23,313.11 \$75,131.75 |

Service Summary Total:

\$75,131.75

DEPARTMENT OF ADMINISTRATION DIVISION OF TECHNOLOGY

4430 BROAD RIVER ROAD COLUMBIA, SC 29210

Account Page 4 Department Page 3

Agency ID: F98 Acct No: 1100314 Dept No: 1100314 Agency Name: NON STATE ENTITIES
Acct Name: CITY OF COLUMBIA
CITY OF CHARLESTON

Inv No: C119633 Bill Date: 21-APR-2017

| SubID Sub | scriber Name | 6.等国代书 | Service Number | - 其 兵 国 題 其 智 智 制 耳 生 | | Unit | Subscriber |
|-------------|--------------|--------|---|-----------------------|-------|-------------|--------------|
| | WorkOrder | | Description Bill Note | Billing Code | Qty | Price | Charge Total |
| 6051710 CIT | Y OF CHARLES | TON | 10008973 | | | | |
| 138094 | MA-88620-1 | Α | TELCOM VENDOR LABOR-DRAINAGE PROJEC CABLE REROUTE PHASE2 | VENDORLBR | 1.000 | \$42,256.48 | \$42,256.48 |
| 138094 | MA-88620-1 | Α | TELCOM VENDOR MATERIALS PARTIAL BILL | VENDORMAT | 1.000 | \$23,313.11 | \$23,313.11 |
| 138094 | MA-88620-1 | Α | SERVICE CHARGE | SERVCHG | 1.000 | \$3,187.16 | \$3,187.16 |
| 138094 | MA-88620-1 | A | PROJECT MGMT FEE-RELOCATE & REINSTA 2-4"CONDUITS/FIBER | PMFEE | 1.000 | \$6,375.00 | \$6,375.00 |
| WORK ORDE | R TOTAL: | | = · · · | | | | \$75,131.75 |

TELECOMMUNICATIONS - Other Charges and Credits Total:

\$75,131.75



THE SOUTH CAROLINA DEPARTMENT of ADMINISTRATION Division of Technology

Invoice Date:

September 30, 2016

2000361623

Customer No.

2130006

City of Charleston 75 Calhoun St

Charleston SC 29401

Attn: Steve Kirk

kirks@charleston-sc.gov

843-579-7682

Remit Payment To:

SC Department of Administration Office of Administrative Services 1200 Senate Street, Suite 409

Columbia, SC 29201

Vendor Number:

000D500017

| | · | | | | |
|------------|----------|-----|---|----------------------|--------------|
| ITEM No | QUANTITY | U/M | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| | | | City of Charleston Cable Reroute Project: Labor and materials to reroute communication conduits for the City of Charleston Drainage Project due to conflict with drain pipes. | | |
| 001 | 4** | EA | Vendor Labor: | \$ 30,153.15 | \$ 30,153.15 |
| 002 | 1 | EA | Vendor Material | \$ 14,631.00 | \$ 14,631.00 |
| 003 | 1 | EA | SC Sales Tax | \$ 1,243.64 | \$ 1,243.64 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | DUE DATE, NET 20 DAVO | - | |
| | | | DUE DATE: NET 30 DAYS | Total Amount Due: | \$ 46,027.79 |

OFFICE OF INTERNAL OPERATIONS

| GL Account No. | Transa | action Amount | Cost Center | Functional Area | Fund | Internal Order # | |
|----------------|--------|---------------|-------------|--------------------|----------|------------------|-------------------------|
| 4350100004 | \$ | 20,492.00 | D500BG2000 | D500_GZ00 | 30350001 | 10008973 | Telcom Vendor Labor |
| 4350100005 | \$ | 15,874.64 | D500BG2000 | D500_GZ00 | 30350001 | 10008973 | Telcom Vendor Materials |
| 4350100006 | \$ | 1,756.15 | D500BG2012 | D500_GB08 | 30350001 | 10008973 | Telcom Admin Fee |
| 4350100008 | \$ | 7,905.00 | D500BG2012 | D500_GB08 | 30350001 | 10008973 | Telcom Tech & PM Fee |